



**GUAM POWER AUTHORITY**  
ATURIDÂT ILEKTRESEDÂT GUÅHAN  
P.O.BOX 2977 • HAGÂTNÂ, 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 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 Bid submission on or before scheduled Opening/Closing date and time with confirmation via:

Tel: (671) 648-3045 and/or (671) 648-3055

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.: Multi-Step GPA-015-25
- RFP NO.: \_\_\_\_\_



Frances E. Santos  
Chairman



JOHN M. BENAVENTE, P.E.  
General Manager

Telephone Nos. (671) 648-3045/55 or Facsimile (671) 648-3165

Accountability	·	Impartiality	·	Competence	·	Openness	·	Value
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INVITATION FOR MULTI-STEP BID (IFB) NO.: Multi-Step GPA-015-25  
DESCRIPTION: Performance Management Contract for the Guam Power Authority's Combustion Turbine Power Plants: Dededo CT 1 and 2, Macheche CT, Yigo CT, and Piti 7 CT

**SPECIAL REMINDERS TO PROSPECTIVE BIDDERS**

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, **one (1) original, two (2) copies**, at the date and time for bid opening. 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  
1<sup>st</sup>. Floor, Room 101  
Gloria B. Nelson Public Service Building  
688 Route 15  
Mangilao, Guam 96913

- (XX) BID GUARANTEE – (15%) May be in the form of;  
Reference #11 on the General Terms and Conditions
- a. Cashier’s Check or Certified Check (**NOTE: Cashier’s Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.**)
  - b. Letter of Credit or
  - c. Bid Bond – Valid only if accompanied by:
    - 1. Current Certificate of Authority issued by the Insurance Commissioner; or
    - 2. Power of Attorney issued by the Surety to the Resident General Agent or the following:
      - a. Current Sworn Annual Report (Limited Liability Company (LLC) and/or Corporation) or;
      - b. Current Renewal of Annual Limited Liability Partnership (LLP); or
    - 3. Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

- ( ) STATEMENT OF QUALIFICATION;  
( ) SAMPLES;  
(XX) BROCHURES/DESCRIPTIVE LITERATURE; (Shall provide detailed literature on items offered)  
(XX) OWNERSHIP AND INTEREST DISCLOSURE AFFIDAVIT; *Pursuant to Public Law 36-13; 5 GCA §5233(a)*  
(XX) NON-COLLUSION AFFIDAVIT;  
(XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;  
(XX) ETHICAL STANDARDS AFFIDAVIT;  
(XX) WAGE DETERMINATION AFFIDAVIT;  
(XX) RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT  
(XX) 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.

(XX) OTHER REQUIREMENTS:  
A Guam Business License and/or Contractor’s License with proof of Employer Identification Number (EIN) 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.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, I, \_\_\_\_\_, authorized representative of \_\_\_\_\_ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.


\_\_\_\_\_  
Bidder Representative's Signature

INVITATION FOR BID

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

Attn: JOHN M. BENAVENTE, P.E.  
General Manager  
c/o JAMIE LYNN C. PANGELINAN  
Supply Management Administrator

  
6/16/2025

  
JOHN M. BENAVENTE, P.E.    DATE  
General Manager 

DATE ISSUED: 06/24/2025

BID INVITATION NO.: MS GPA-015-25

DATE ISSUED: 07/01/2025

BID FOR: Performance Management Contract for the Guam Power Authority's Combustion Turbine  
Power Power Plants: Dededo CT 1 and 2, Macheche CT, Yigo CT, and Piti 7 CT

SPECIFICATION: SEE ATTACHED

DESTINATION: SEE ATTACHED

REQUIRED COMPLETION DATE: SEE ATTACHED

PRE-BID/SITE VISIT (NON-MANDATORY): 9:00 A.M., July 07, 2025 (ChST)  
(Meeting place will be at our 1<sup>st</sup>. Floor, Gloria B. Nelson Public Service Building, 688 Route 15, Fadian, Mangilao)

CUT-OFF DATE FOR RECEIPT OF QUESTIONS: 4:00 P.M., July 23, 2025 (ChST)

INSTRUCTIONS TO BIDDERS:

INDICATE WHETHER:    INDIVIDUAL    PARTNERSHIP    CORPORATION

INCORPORATED IN:   

This bid shall be submitted in one (1) original, two (2) copies and sealed to the issuing office above no later than (Time) 2:00 A.M., (CHamoru Standard Time; ChST; Date: August 11, 2025 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within one hundred twenty (120) calendar days from the date opening to supply any or all of the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.:    AMOUNT:    DATE:

ITEM NO(S). AWARDED:

CONTRACTING OFFICER:

JOHN M. BENAVENTE, P.E.    DATE  
General Manager

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON

**Invitation For Multi-Step Bid**  
**No. GPA-015-25**

**PERFORMANCE MANAGEMENT CONTRACT**  
**FOR THE**  
**GUAM POWER AUTHORITY’S**  
**COMBUSTION TURBINE POWER PLANTS:**  
**DEDEDO CT 1 AND 2, MACHECHE CT, YIGO CT, AND PITI 7 CT**



*Juliana M.F. Baza*

Juliana Baza, Engineer III  
Engineer, Operations

Jennifer G. Sablan, P.E.  
Assistant General Manager, Operations

John M. Benavente, P.E.  
General Manager

**PERFROMANCE MANAGEMENT CONTRACT FOR THE  
GUAM POWER AUTHORITY’S  
COMBUSTION TURBINE POWER PLANTS: DEDEDO CT 1 AND 2, MACHECHE  
CT, YIGO CT, AND PITI 7 CT**

Contents

1.0 INSTRUCTIONS TO BIDDERS.....2

1.1. GENERAL DESCRIPTION OF BID PROCESS .....2

1.2. PRE-BID CONFERENCE AND SITE TOURS.....2

1.3 LANGUAGE.....2

1.4 CORRESPONDENCE .....2

1.5 DEADLINE FOR SUBMISSION OF PROPOSALS .....3

1.6 RECEIPT AND HANDLING OF MANUALLY SUBMITTED PROPOSALS.....3

1.7 BIDDERS RESPONSIBILITIES.....4

1.8 BID SCHEDULE.....4

1.9 PREPARATION OF BID .....5

1.10 BID SECURITY .....7

1.11 NON-COLLUSION AFFIDAVIT.....8

1.12 RIGHT TO ACCEPT AND REJECT BIDS .....8

1.13 METHOD OF AWARD .....8

1.14 BASIS OF AWARD .....9

1.15 EVALUATION OF TECHNICAL PROPOSALS .....9

1.16 NOTICE OF ACCEPTABILITY OR UNACCEPTABILITY .....10

1.17 PRICE PROPOSAL OPENING .....10

1.18 PRICE PROPOSAL EVALUATION .....11

1.19 PROPOSAL VALIDITY .....11

1.20 PROPRIETARY DATA.....11

1.21 DISPUTES .....11

1.22 MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS.....12

1.23 SOLICITATION CANCELLATION OR DELAY .....12

1.24 NON-REPUDIATION ISSUES.....12

1.25 ACCEPTANCE OF PROPOSALS .....14

1.26 DISQUALIFICATION OF BIDDER.....14

1.27 COVENANT AGAINST CONTINGENT FEES .....14

1.28 REQUIRED FORMS .....14

1.29 NO GRATUITIES OR KICKBACKS AFFIDAVIT .....15

1.30 RESTRICTIONS AGAINST CONVICTED SEX OFFENDERS .....15

1.31 REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER  
GOVERNMENT EMPLOYEES.....15

1.32 OWNERSHIP AND INTEREST DISCLOSURE .....15

1.33 CONTINGENT FEE.....17

1.34 AWARD OF CONTRACT .....17

1.35 PERFORMANCE BOND, GUAM BUSINESS LICENSE AND INSURANCE POLICIES.....18

2.0 GENERAL CONDITIONS .....18

2.1 Agreement .....18

2.2 Indemnity.....19

2.3 Shipment, Delivery, and Acceptance of Goods .....19

2.4 Accounting .....19

2.5 Waiver of Claims .....20

2.6 Supervision and Coordination by CONTRACTOR .....20

2.7 Substitutions .....20

2.8 Documentation and Drawings .....21

2.9 Continuing Performance .....22

2.10 Access to Goods in Production .....22

2.11 Expediting .....22

2.12 Compliance with Law .....22

2.13 Price Adjustment Methods .....23

2.14 Submission of Cost or Pricing Data .....23

2.15 Change Orders .....23

2.16 Time Period for Claim .....23

2.17 Claims Barred After Final Payment .....23

2.18 Other Claims Not Barred .....24

2.19 Contract Price .....24

2.20 Force Majeure .....24

2.21 Invocation of Force Majeure .....25

2.22 Delivery Time and Force Majeure .....25

2.23 Warranty .....25

2.24 Tests and Inspections .....26

2.25 Remedying Defective Goods .....26

2.26 Remedying Defective Special Services .....27

2.27 Cost of Remedying Defects .....27

2.28 Stop Work Order .....27

2.29 Termination for Convenience .....28

2.30 CONTRACTOR's Obligations .....28

2.31 Right to Supplies .....29

2.32 Compensation Under Termination for Convenience .....29

2.33 Termination for Default .....31

2.34 CONTRACTOR's Duties .....32

2.35 Compensation .....32

2.36 Excuse for Nonperformance or Delayed Performance .....32

2.37 Erroneous Termination for Default .....32

2.38 Additional Rights and Remedies .....33

2.39 Consequential Damages .....33

2.40 Notices .....33

2.41 Computation of Time .....33

2.42 Language and Trade Terms .....33

2.43 Governing Law .....34

2.44 Non-waiver .....34

2.45 Severability .....34

2.46 Rights and Remedies .....34

2.47 New material .....35

2.48 Claims based on the General Manager's Action or Omissions .....35

2.49 Limitations of Clause .....36

2.50 Standards of Design and Workmanship .....36

2.51 Standard Work Schedule .....36

2.52 Interference with Operation.....36

2.53 Release of Information .....36

2.54 Liens.....37

2.55 Title.....37

2.56 Insurance .....37

2.57 Contractors and Subcontractors Insurance .....37

2.58 Indemnification.....39

2.59 Certificate of Insurance .....40

2.60 Insurance Company and Agent.....40

2.61 GPA Insurance .....40

2.62 Waiver of Subrogation.....40

3.0 Technical and Functional Requirements .....42

3.1 Engineering, Procurement, Project Management and Related Services for the Overhaul (Hot Gas Path Inspections or HGPIs) of Dededo CT 1 and 2 Power Plants .....42

3.2 Management .....43

3.3 Procure OEM & Non-OEM Support as Required .....43

3.4 Working Capital, PMC Expenses and Financing.....43

3.5 Budget .....44

3.6 Performance Guarantees, Incentives and Penalties.....45

3.7 PMC Staffing Level .....45

3.8 Plant Engineering and Technical Services.....45

3.9 GPA Staffing .....45

3.10 PMC Staffing Responsibilities .....45

3.11 Guam Power Authority Staffing Responsibilities.....50

3.12 Resource Allocation of GPA Central Maintenance Personnel .....51

3.13 Resource Allocation of GPA Engineering and Planning Personnel .....51

3.14 Training.....52

3.15 Operation of Combustion Turbine Plants.....52

3.16 Unit Operating Information .....52

3.17 Environmental Compliance .....52

3.18 Air Pollution Control Permit Requirements.....53

3.19 GPA's Planning & Regulatory Division .....54

3.20 Maintenance.....54

3.21 Use of the GPA Computerized Maintenance Management System.....54

3.22 Operating Procedures - Management, Improvement and Addition .....54

3.23 Physical Boundaries .....55

3.24 Management of Waste Oil.....55

3.25 Maintaining Proper Water Quality .....55

3.26 Optimization of Fuel Consumption.....55

3.27 Maintenance of Transformers.....56

3.28 Instrumentation.....56

3.29 Power Supply for Start-Up .....56

3.30 Outage Planning and Optimized Outage Scheduling.....56

3.31 Root-Cause Analysis and Critical Path Management.....57

3.32 Facility Maintenance and Improvement.....57

- 3.33 Rehabilitation, Capital Improvement, Life Extension Projects .....57
  - 3.33.1 Identification and Approval of Projects .....58
  - 3.33.2 Project Management .....58
  - 3.33.3 Field Installation.....58
  - 3.33.4 Acceptance Testing .....58
- 3.34 Performance Testing .....58
- 3.35 Guam Power Authority Recommended Projects.....59
- 3.36 PMC Procurement Responsibilities .....59
- 3.37 Guam Power Authority Procurement Responsibilities .....60
- 3.38 Inventory Management.....61
- 4.0 Communications and Reporting .....63
  - 4.1 PMC Reporting Requirements .....63
  - 4.2 Auditable Reporting of Performance Measurements .....64
  - 4.3 Weekly and Monthly Project Status .....64
  - 4.4 Monthly Expenditures .....64
  - 4.5 Incentive/Penalty Calculations .....64
  - 4.6 Personnel Performance Reviews .....65
  - 4.7 Annual and Monthly Inventory Management Reports.....65
  - 4.8 Other PMC Compliance Responsibilities .....65
  - 4.9 Guam Power Authority Reporting Responsibilities .....66
- 5.0 Contract Terms and Contract Fees .....67
  - 5.1 Contract Term.....67
  - 5.2 Proposed Fixed Management Fees .....67
  - 5.3 Proposed O&M Spending Budget.....67
  - 5.4 GPA Contract Fee Responsibilities.....67
  - 5.5 Payment Milestones and Schedule .....68
- 6.0 Form of Contract .....69
- 7.0 Performance Guarantees .....119
  - 7.1 EQUIVALENT AVAILABILITY.....119
  - 7.2 EFOR and OUTAGES .....119
  - 7.3 HEAT RATE AND EFFICIENCY.....120
  - 7.4 Emissions Guarantees and Environmental Compliance Penalties.....120
  - 7.5 Actual KWH or MWH Generation .....120
  - 7.6 Average System Load.....120
  - 7.7 Average Fuel Prices.....120
- 8.0 Incentives & Penalties .....121
  - 8.1 Capacity .....121
  - 8.2 Equivalent Availability Factor (EAF) Performance Measure .....121
  - 8.3 Heat Rate and Efficiency Performance .....122
  - 8.4 Maximum Bonus/Penalty Payment .....122



**INVITATION FOR MULTI-STEP BID**

The Guam Power Authority, hereinafter referred to as GPA, is inviting interested firms to participate in a Multi-Step Invitation for Bid (IFB) for a Performance Management Contract (PMC) to manage, operate, and maintain GPA's Combustion Turbine Power Plants (Dededo CT, Macheche CT, Yigo CT, and Piti 7 CT (TEMES 7)).

This bid shall be a Two Step process. Step One will establish a Qualified BIDDERS List (QBL) based on acceptable submitted Qualitative Proposals. Step Two will evaluate the Price Offers from the vendors identified on the QBL and award a contract. Step One is the period from IFB announcement through Notification of Qualified BIDDERS. Step Two is the period after establishment and notification of the QBL up to the contract award date.

The contract time shall be for 60 months after issuance of Notice to Proceed with options to renew up to 60 additional months. All BIDDERS identified after Step One of the bid process on the Qualified BIDDERS List must submit their price proposal with a bid security in the amount of \$150,000. Bid security can be made by a surety bond or cash deposit in the form of a certified check or cashier's check made payable to the Guam Power Authority.

All interested parties are hereby noticed that minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, and national origin in consideration for an award.

The right is reserved to reject any or all bids and to waive any imperfection in the bids in the interest of the Guam Power Authority.

**1.0 INSTRUCTIONS TO BIDDERS**

**1.1. GENERAL DESCRIPTION OF BID PROCESS**

Interested parties shall submit Technical Proposals and Price Proposals for this solicitation. The bid shall be a two-step process.

The first step involves evaluation of the Technical Proposal and establishment of a Qualified BIDDERS’ List (QBL) based on acceptable submitted Technical Proposals. The second step is evaluation of the qualified BIDDERS’ Price Proposals.

The BIDDER whose total price proposal (Fixed Management Fee and O&M Spending Budget) for the total of five (5) contract years yields the lowest total cost to GPA shall be awarded the CONTRACTOR Contract.

**1.2. PRE-BID CONFERENCE AND SITE TOURS**

A Pre-Bid Conference is scheduled on **July 07, 2025 at 9:00 AM (Chamorro Standard Time)** at the GPA Procurement Conference Room, 1st floor, Gloria B. Nelson Service Building, Mangilao, Guam. A site visit to allow prospective bidders to familiarize themselves with said project will be conducted after the pre-bid conference. BIDDERS are encouraged to join the conference to receive general instructions and an overview of the requirements for this solicitation, but attendance is not required to participate in the bid.

**1.3 LANGUAGE**

The official language of Guam is English. The bid and all accompanying documents shall be submitted in the English language.

**1.4 CORRESPONDENCE**

Any prospective BIDDER desiring an explanation or interpretation of the solicitation, commercial terms, technical specifications, etc., must make a request in writing to GPA at the address listed below, referencing the Invitation for Bid No.

**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**

All inquiries must be received by the GPA Procurement Office no later than **4:00 PM on July 23, 2025 (Chamorro Standard Time)** . Oral explanations or instructions given will not be binding. Any information concerning a solicitation will be furnished promptly to all parties recorded by Procurement as having received the Invitation for Bid as an amendment to the solicitation if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective BIDDERS.

**1.5 DEADLINE FOR SUBMISSION OF PROPOSALS**

The Deadline for Submission of the Technical Proposal and Price Proposal is on **August 11, 2025 at 2:00 PM (Chamorro Standard Time)**. BIDDERS are reminded to submit the Price Proposal on **a separate, sealed envelope**.

The Technical Proposal and all required forms, and the Bid Bond will be opened at the same date and time as the deadline for submission of proposals. This opening time and date is also referred to as the Proposal submittal deadline or submittal date. Technical Proposals shall not be accepted after the proposal opening date.

The Price Proposal shall be submitted and accepted by GPA but shall remain unopened. The Price Proposal shall be opened at a different date and time, as indicated in Table 1: Bid Schedule. Price Proposals will not be accepted after the Proposal submittal deadline of **August 11, 2025 at 2:00 PM (Chamoru Standard Time)**.

**1.6 RECEIPT AND HANDLING OF MANUALLY SUBMITTED PROPOSALS**

Upon receipt, each Proposal submittal package will be time-stamped. The only acceptable evidence to establish the time of receipt at the GPA is the date/time stamp of the Guam Power Authority's procurement office on the wrapper or other documentary evidence of receipt maintained by GPA Procurement. Proposals will be stored in a secure place until the date and time set for proposal opening.

GPA procurement personnel and the BIDDERS must ensure that the outside of the sealed package is stamped received using the GPA Procurement Stamp. In addition, GPA procurement personnel must officially log the time and date that the BIDDER’s sealed proposal package has been received.

1.7 BIDDERS RESPONSIBILITIES

Examination of Technical and Functional Requirements and Tender Documents.  
Before submitting their proposal, BIDDERS must familiarize themselves with the nature and extent of the work, noting any local conditions that may affect the work to be done and the labor, materials, and equipment required.

BIDDERS are also required to carefully examine all tender documents inclusive of all technical and functional requirements and to inform themselves of all conditions and requirements for the execution of the proposed work in accordance with the laws and regulations of Guam. Ignorance on the part of BIDDERS of any part of the tender documents and Technical and Functional Requirements will in no way relieve them of the obligations and responsibilities assumed under the contract.

- a. *Familiarity With Laws*  
BIDDERS shall be familiar with all Federal (U.S.) and local laws, ordinances, rules and regulations of Guam that in any manner affect the work. Ignorance of laws on the part of the BIDDERS will not relieve the BIDDERS from responsibility.
- b. *Cost of Bidding*  
BIDDERS shall bear all costs associated with the preparation and submission of its proposals. GPA will not be responsible or liable for those costs, regardless of the outcome of the IFB process.

1.8 BID SCHEDULE

\*Draft only, will be set after CCU and PUC approvals are received

Table 1: Bid Schedule

Milestone	From	To
Bid Announcement	6/24/2025	7/1/2025
Bid Documents Available	6/24/2025	7/25/2025
Pre-Bid Conference	7/7/2025 9:00AM	
CT Power Plant Tours	7/7/2025 to 7/11/2025	
Vendors Submit Questions	6/24/2025	7/23/2025
GPA Review and Answer Questions	6/24/2025	7/30/2025
Vendor Prepare Proposals	6/24/2025	8/11/2025
Cut Off Date for Receipt of Technical and Price Proposal	8/11/2025	<b>2:00 PM</b>
<b>Step One:</b>		
Opening of Technical Proposal	8/26/2025 at 2:00 PM	
Evaluation by Committee	<b>8/18/2025</b>	<b>8/22/2025</b>
Determine & Notify Qualified Vendor	9/2/2025	
<b>Step Two:</b>		
Opening of Price Proposal	9/17/2025 at 2:00 PM	
Price Proposal Evaluation	9/25/2025	9/30/2025

Milestone	From	To
Notification of Award	10/8/2025	10/22/2025
Contract Finalization	10/23/2025	10/27/2025
CCU & PUC Approval	10/28/2025	11/27/2025
Contract Signing	12/11/2025	
Contract Mobilization	01/31/2026	2/28/2026
Contract and Operational Commencement	3/1/2026	

1.9 PREPARATION OF BID

a. STEP ONE PROCEDURE – TECHNICAL PROPOSALS

- 1) BIDDERS are required to submit one (1) original, and five (5) printed copies of the Technical Proposal in a separate sealed envelope marked “TECHNICAL PROPOSAL – Performance Management Contract (PMC) for the GPA CT Power Plants” indicating the date and time of bid package remittance.
- 2) Completed Proposal Reference Sheet  
The Technical Proposal Workbook, included in the bid documents as a printed version and as an MS Excel Document, is provided in Schedule A. The workbook contains the following tables: 1) Proposal Reference Checklist; 2) Proposal Scoring Information; 3) Proposal Scoring Sheet; 4) Evaluators Score Table; and 5) Qualification/Acceptability Table which provides the bidder, the scoring mechanism to be used by GPA, as well as GPA’s scoring process.

The Proposal Reference Checklist shall be completed and submitted by the BIDDER in its Technical Proposal. The Proposal Reference Checklist shall be used by BIDDERS to indicate the sections in their proposal that address and respond to each GPA has requirement.

- 3) Technical Proposal and Supporting Information  
The BIDDER shall provide all responses and supporting information in writing to answer the questions raised in the Technical Scoring Workbook. The Technical Proposal should include all documentation needed for GPA to effectively evaluate the BIDDER’s capability in meeting the requirements of this solicitation, and in responding to each checklist item.
- Each BIDDER shall submit with their proposal all the supplementary information required by the tender documents. The information submitted must be in sufficient detail and clarity to permit a complete comparison of the proposal with the Specifications. The supplementary information included with each Proposal shall include the following:
1. A copy of the BIDDER’s Articles of Incorporation or other applicable forms concerning business organization (i.e. partnership, sole proprietorship, etc.) and By-Laws;

2. A sufficient number of documentation, drawings, diagrams, catalogs, illustrations, and such other information as necessary to clearly support responses to the Technical requirements.
3. Financial information on BIDDER's firm and all subcontractors that will be used in the performance management of the GPA CT Power Plants. This information shall be complete for the last five years. BIDDERS must include their Dunn and Bradstreet Number or Other Major Credit Rating Agency rating. The financial information provided will be evaluated as indicated in Item 9 of the Checklist Item in the Technical Proposal Scoring Worksheet.
4. Required Forms – Bidders must submit with its Technical Proposal the mandatory Required Forms as listed in this bid. Failure to submit the required forms shall be cause for rejection of the bid.
  - a. Certificate of Good Standing to conduct business in jurisdiction of residence;
  - b. Ownership and Interests Disclosure Affidavit;  
**Pursuant to Public Law 36-13, 5 GCA §5233(a)**
  - c. Non-collusion Affidavit;
  - d. No Gratuities or Kickbacks Affidavit;
  - e. Ethical Standards Affidavit;
  - f. Declaration Re-Compliance with US DOL Wage Determination;
  - g. Restriction against Sex Offenders
  - h. Contingent Fee
  - i. Information regarding outstanding claims against the BIDDER, if any; and;
  - j. Bid Bond
  - k. Local Procurement Preference Application, if applicable
5. An organization chart with the qualifications of each key project position category, plus a listing of the number of employees by category and their percent commitment on the CONTRACT for each calendar year over the lifetime of the contract. Categories shall include project management, engineering, analysis, programming, training, and field support.
6. Three or more client references and project description summaries for work performed under similar scope to this project.
- 4) Bid Bond – The Bid Bond shall be included in the Technical Proposal packet. Failure to submit a bid bond shall be cause for rejection of the bid.
- 5) If the BIDDER's Proposal cannot fit within one box or chooses to submit more than one box, each box must be labeled with the following:
  1. Box Number Within the Set of Submitted Boxes
  2. The Total Number of Boxes Submitted.

b. STEP TWO PROCEDURE – PRICE PROPOSAL

- 1) BIDDERS are required to submit their price offer on the BID FORM in a separate sealed envelope marked “PRICE PROPOSAL”. Indicate the date and time of price proposal bid package remittance.

The proposal shall include the replacement cost for up to 20 units of CT Power Plants, Annual Management Fee per Contract Year and an Annual O&M Budget. Any departures from the proposed O&M budget shall not be reimbursed by GPA; should the PMC anticipate any changes to the allocated budget, it shall advise GPA of the possible changes for review.

The Bid Form worksheet is included in this bid document and as a separate attachment in MS Excel File Format.

- 2) All price/cost data submitted with the BIDDERS’ proposals shall remain firm and open for acceptance for a period of not less than six (6) months after the Proposal submittal date defined elsewhere and thereafter shall be subject to renewal by mutual agreement between the BIDDER and GPA. BIDDER shall state the actual date of expiration in their proposal.
- 3) BIDDERS shall provide prices/costs in U.S. Dollars. The BIDDER shall provide any equipment and material prices on the basis of CIF to the Guam job site unloaded and shall provide a breakdown of the price/cost data.
- 4) The basis of award shall be the three-year total bid of the Annual Management Fee and O&M Budget as specified in the Bid Form.
- 5) GPA reserves the right to award the contract in whole or in part based on the Evaluation Committee’s determination of the most feasible method of final project delivery.
- 6) Changes may be made to the Price Offer prior to the proposal submittal due date.

#### 1.10 BID SECURITY

The bid bond must accompany the Technical proposal bid submittal. Bidders who fail to submit a bid bond will be automatically disqualified from this Invitation to Bid. Each bid must be accompanied by a deposit in the amount of not less than **\$150,000 (USD)**.

Bid security can be provided in the following forms:

- a. Cash, Bank Draft or Certified Check made payable to the Guam Power Authority;
- b. By wire transfer to Guam Power Authority:  
Bank of Guam  
111 Chalan Santo Papa  
Hagatna, Guam 96910  
Account # 0601-026246  
Type of Account – Checking

- Routing/Transit # 121405115
- c. Letter of Credit;
  - d. Bid Bond – valid if accompanied by:
    - 1) Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation or;
    - 2) Power of Attorney issued by the Surety to the Resident General Agent or;
    - 3) Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Should the successful bidder fail or refuse to execute and deliver the contract and performance and payment bonds required within ten (10) working days after acceptance of his bid by GPA, he shall forfeit the security deposited with his bid to the Guam Power Authority as liquidated damages for such failure or refusal.

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

If a BIDDER desires to submit a bid bond with an acceptable bonding company, the BIDDER must submit original copies of the Bid Bond in the form prescribed.

**1.11 NON-COLLUSION AFFIDAVIT**

Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit, in the form provided with the bid, to the effect that he has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

**1.12 RIGHT TO ACCEPT AND REJECT BIDS**

The Guam Power Authority reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute judgment will under all circumstances best serve the Guam Power Authority’s interests. GPA also reserves the right to waive minor informalities if it appears in GPA’s best interest to do so.

Any effort by a BIDDER to influence GPA in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal. Once GPA has arrived at a decision regarding the award of the contract, it will notify promptly the successful BIDDER in writing.

**1.13 METHOD OF AWARD**

This is a multi-step bid procurement.

- a. In Step One, only the submitted Technical Proposals will be evaluated based on the evaluation criteria. From this evaluation, a Qualified Bidders List (QBL) will be established based on acceptable submitted Technical Proposals.
- b. In Step Two, the lowest qualified bid price based upon Technical Proposals that are determined to be acceptable and compliant with all technical requirements, either



initially or as a result of discussions, will be considered for award.

- c. Step One is the period from IFB announcement through Notification of Qualified BIDDERS. Step Two is the period after establishment and notification of the QBL to the contract award date.

**1.14 BASIS OF AWARD**

The BIDDER whose total price proposal (Annual Management Fee and O&M Spending Budget) for the three contract years yields the lowest total cost to GPA shall be awarded the CONTRACTOR Contract.

**1.15 EVALUATION OF TECHNICAL PROPOSALS**

- a. The Proposal Scoring Procedures provide the BIDDERS the opportunity to highlight their qualifications to bid in terms of their resources, skills, operating philosophy and commitments to perform specific tasks and originality.
- b. Technical Proposal Evaluation  
The Technical proposal scoring is designed to assess the quality of the BIDDER’s resources, skills, comprehensiveness, and responses to topical questions. Each GPA evaluator shall score each BIDDER separately under a point system to determine the acceptability of each Proposal. The majority of the determinations of GPA evaluators shall prevail in the decision to Qualify or not Qualify a BIDDER for Step 2 — Price Proposal.
- c. GPA will appoint 5-7 members to the Evaluation Committee for evaluation of this bid. Each member will evaluate the proposal and shall be guided by the Technical Scoring Information table. The “Technical Proposal Reference” allows the BIDDERS to indicate the part of the Technical Proposal or Supporting Information that responds to each checklist item. Each checklist item is assigned a weight according to importance and relevance to GPA’s requirements, and each evaluator scores the BIDDER’s response to each checklist item with five being the highest score, and one being the lowest.
- d. Each GPA evaluator will score BIDDER responses using the following steps:
  - Review each BIDDER’s response to each question on the CONTRACTOR Checklist Items in the Technical Proposal Scoring worksheet;
  - Assign a relative score to each BIDDER’s response to each question;
  - Determine each BIDDER’s weighted average raw score using pre-specified weights for each question.

The evaluators will use the supporting information on the **Proposal Scoring Information** tab and **Proposal Reference Checklist** tab for the evaluation.

- e. Each GPA evaluator will analyze the contents of the Proposals and categorize the Proposals as:

**Acceptable:            Score ≥ 70%**  
**Score = 70 and Score >70% are acceptable**

**Unacceptable:      Score < 70%**  
**Any score below 70% is not acceptable.**

A percent score of less than 70% indicates that a GPA evaluator has determined that the BIDDER has not supplied sufficient evidence of qualifications and should not be allowed to participate in Step 2 – Price Proposal.

After each GPA evaluator has completed the evaluation and scoring of BIDDERS, GPA shall complete the Table below. The Procurement Officer will enter for each GPA evaluator and BIDDER one and only one of the following in the appropriate table cell below:

- Acceptable
- Unacceptable.

If the majority of the GPA evaluators rate the BIDDER as Acceptable , that BIDDER is determined to be Qualified and will be allowed to participate in Step 2– Price Proposal.

The Procurement Officer may initiate Step Two if there are sufficient acceptable Unpriced Technical Proposals to assure effective price competition in the second phase without technical discussions.

BIDDERS who are rated by the majority of the GPA evaluators as Unacceptable are determined to be Not Qualified and will not be allowed to participate in Step 2– Price Proposal.

The Procurement Officer shall record in writing the basis for finding a Bidder Not Qualified and make it part of the Procurement file.

**1.16 NOTICE OF ACCEPTABILITY OR UNACCEPTABILITY**

The evaluation committee shall compile a Qualified BIDDERS’ List wherein all BIDDERS whose Technical Proposal are deemed Acceptable, and has shown to be responsive and responsible, shall be notified of their Acceptability for Step Two of the bid. BIDDERS will be notified via email, fax confirmation, in writing, or telephone communication of the status of their proposal via a Notice of Acceptability or Unacceptability.

BIDDERS whose proposals are deemed unacceptable shall be provided a notice informing them of the reason for not qualifying for Step 2 of the bid. The period between notification of BIDDERS and opening of the price proposals allow the unacceptable BIDDERS to inquire with GPA on the reasons for not qualifying. However, the BIDDER will not be allowed to augment their proposal to meet the acceptability threshold set by GPA.

**1.17 PRICE PROPOSAL OPENING**

The Price Proposal for all qualified BIDDERS will be opened on **September 16, 2025 at 2:00 PM (Chamorro Standard Time).**

The sealed price proposal of BIDDERS whose proposals were deemed unacceptable shall be returned, unopened, to the BIDDERS.

The qualified BIDDERS shall complete the Annual Management Fee Price and Annual O&M Budget contained in the MS EXCEL Workbook Price Proposal Evaluation.xls., provided in Schedule B, based on the scope described in this bid.

**1.18 PRICE PROPOSAL EVALUATION**

The GPA Evaluation Committee shall evaluate the Annual Management Fee and O&M Budget proposed by each qualified, responsive, and responsible bidder. The committee will evaluate and compare the Price Offers for Bidder’s Technical Proposals that were determined during Step One to be responsive to the tender document requirements. GPA will examine the Price Offer to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Price Offers are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the Total Price provided, and the sum of each line item price comprising the Total Price, then the individual line item price shall prevail and the total price shall be corrected. In case of inconsistencies between the Printed and Electronic copies of the price proposals, the amounts on the Printed proposal shall prevail. If the Bidder does not accept the correction of the error, its bid will be rejected.

**1.19 PROPOSAL VALIDITY**

All price/cost data submitted with the BIDDERS’ proposals shall remain firm and open for acceptance for a period of not less than 6 months after the Proposal submittal date. Thereafter, the price validity shall be subject to renewal by mutual agreement between the BIDDER and GPA.

**1.20 PROPRIETARY DATA**

For the purposes of this solicitation and submitted proposals, the laws, rules and regulations of Territory of Guam governing confidentiality shall govern. BIDDERS may designate those portions of the Proposal that contain trade secrets or other proprietary data that are to remain confidential.

The Procurement Officer shall examine the proposals to determine the validity of any request for nondisclosure of trade secrets and other proprietary data identified in writing. If the BIDDER and GPA do not agree as to the disclosure of data, the Procurement Officer shall inform the BIDDER in writing and in e-mail within five working days of the closing date for Proposal submittal what portions of the Proposal will be disclosed and that, unless the BIDDER protests under the Conditions of Contract Disputes clause the information will be so disclosed. The proposal shall be opened to public inspection subject to any continuing prohibition of the disclosure of confidential data.

**1.21 DISPUTES**

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

**1.22      MODIFICATIONS PRIOR TO DATE SET FOR  
OPENING BIDS**

The right is reserved, as the interest of the Authority may require, to revise the specifications or drawings or both prior to the date set for opening bids. Such revisions, if any, will be announced by an addendum or addenda to this invitation for bid. If the addenda are of such a nature to require material changes in quantities or prices to be bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the addendum will include an announcement of the new date for opening bids.

Any amendment, modification or addendum issued by the Guam Power Authority, shall be binding to the same extent as if written in the tender documents.

Any addendum issued will be made available to all BIDDERS via mail, fax, e-mail, or posting to the GPA Website at [www.guampowerauthority.com](http://www.guampowerauthority.com).

**1.23      SOLICITATION CANCELLATION OR DELAY**

The Guam Power Authority reserves the right to delay award or to cancel the Invitation for Bid, or to reject all proposals or any individual proposal in whole or in part, at any time prior to the final award. When a solicitation is canceled or rejected prior to final award, notice of cancellation or rejection shall be sent to all BIDDERS and all proposal materials will be promptly returned. The reasons for cancellation or rejection shall be made a part of the procurement file that is available for public inspection. After opening, but prior to award, all proposals may be rejected in whole or in part when the Procurement Officer determines that such action is in Guam’s best interest for reasons including but not limited to:

- a. The supplies and services being provided are no longer required;
- b. The solicitation did not provide consideration of other factors of significance to the Guam Power Authority and/or the Island of Guam;
- c. All otherwise acceptable proposals received have clearly unreasonable price/cost data;
- d. There is reason to believe that the proposals may not have been independently arrived at in open competition, may have been collusive and may have been submitted in bad faith;
- e. Any individual proposal may be rejected in whole or in part when in the best interest of GPA.

**1.24      NON-REPUDIATION ISSUES**

GPA has structured both its IFB submittal procedures to ensure non-repudiation of the submitted proposals. In this IFB, non-repudiation is strong and substantial evidence of the identity of the sender and owner of the proposal and of proposal's integrity in so far as it being unaltered from its original sent state, sufficient to prevent a party from successfully denying the origin, submission or delivery of the proposal and the integrity of its contents. Non-repudiation applies to both parties to this IFB transaction. It binds the sender as well as precludes the recipient from denying the exchange of information and material upon the receipt of secure acknowledgement from the recipient. GPA and the BIDDER shall manage the Manual IFB Submittal Process to address non-repudiation, security and confidentiality inclusive but not limited to the following:

- Manually executed signatures and printed media documents;
- Chain of custody receipts;
- Manual time-stamps for receipt of IFB materials;
- Machine generated Fax confirmation reports;
- Secure notification e-mail;
- Electronic Postings on the [guampowerauthority.com](http://guampowerauthority.com) domain;
- Physical delivery of printed material proposals;
- Physically secured area storage of IFB materials.

a. Documents Executed Outside Guam

The Power of Attorney, performance bond guarantee, and documents defining the constitution of the joint venture, consortium, company or firm, if executed outside Guam, whether required to be submitted with the proposals or after the award of the contract, must be authenticated by a Notary Public or other official authorized to witness sworn statements. For those electing to use the Electronic Proposal Submittal Process, receipt of an electronic copy of these documents will suffice to meet the submittal deadline. However, the original must be sent to GPA and post-marked no later than the proposal due day.

b. False Statements in Proposal

BIDDERS must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in any proposal or bid is prescribed in 18 U.S.C. 1001 and Title 9, Guam Code Annotated. Note, by use of a digital signature to sign the proposal, the BIDDER agrees that this act legally binds the BIDDER to his proposal.

c. Signature of BIDDER

A duly authorized person must sign the BIDDER's proposals. All names shall be typed or printed below the signature. A proposal submitted by a corporation must bear the seal of the corporation, be attested to by its Secretary, and be accompanied by necessary Power-of-Attorney documentation.

Associated companies or joint ventures shall jointly designate one Power-of-Attorney person authorized to obligate all the companies of the association or joint venture. A proposal submitted by a joint venture must be accompanied by the document of

formation of the joint venture, duly registered and authenticated by a Notary Public, in which is defined precisely the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, the principal member of the joint venture, and address for correspondence for the joint venture. BIDDERS are advised that the joint venture agreement must include a clause stating that the members of the joint venture are severally and jointly bound.

**1.25 ACCEPTANCE OF PROPOSALS**

GPA reserves the right to reject any or all proposals and to waive minor informalities if it appears in GPA’s best interest to do so.

Any effort by a BIDDER to influence GPA in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal. Once GPA has arrived at a decision regarding the award of the contract, it will notify promptly the successful BIDDER in writing.

**1.26 DISQUALIFICATION OF BIDDER**

When, for any reason, collusion or other anticompetitive practices are suspected among BIDDERS or offerors, a notice of the relevant facts shall be transmitted to the Guam Attorney General. BIDDERS suspected of collusion or other anticompetitive practices may be suspended or debarred from participating in future procurement opportunities for a specified period.

**1.27 COVENANT AGAINST CONTINGENT FEES**

The BIDDER warrants that he has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Guam Power Authority the right to terminate the contractor, or in its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through, bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

**1.28 REQUIRED FORMS**

Submittal of the following supplementary information is mandatory. GPA shall automatically disqualify any proposal submitted without the supplementary information listed below:

- a. Certificate of Good Standing to conduct business in jurisdiction of residence;
- b. Ownership and Interest Disclosure Affidavit; **Pursuant to Public Law 36-13;**
- c. Non-collusion Affidavit; **5 GCA §5233(a)**
- d. No Gratuities or Kickbacks Affidavit;
- e. Ethical Standards Affidavit;

- f. Declaration Re-Compliance with US DOL Wage Determination;
  - g. Restriction against Sex Offenders
  - h. Contingent Fee
  - i. Information regarding outstanding claims against the BIDDER, if any; and;
  - j. Bid Bond
  - k. Local Procurement Preference Application, if applicable
- All required forms are in Appendix A – Required Forms.

**1.29 NO GRATUITIES OR KICKBACKS AFFIDAVIT**

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.

**1.30 RESTRICTIONS AGAINST CONVICTED SEX OFFENDERS**

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

All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the vendor 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 vendor 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.

**1.31 REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES**

The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 11 G.C.A. §5601 *et.seq.* (Ethics in Public Contracting) of the Guam Procurement Act.

**1.32 OWNERSHIP AND INTEREST DISCLOSURE**

**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”).

(A) 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.

(B) 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.

(C) 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.**

Failure by any bidder to submit the Ownership and Interest Disclosure Affidavit or the Non-Collusion Affidavit shall result in the disqualification of his bid.

### **1.33 CONTINGENT FEE**

Bidder shall fill out the Contingent Fees Affidavit in Appendix A and submit it with the Technical Proposal.

### **1.34 AWARD OF CONTRACT**

The contract will be awarded to the BIDDER evaluated as being qualified and with the best-priced proposal. The successful BIDDER will be notified in writing (letter or e-mail or fax) of the Intent to Award the contract, and will be required to send to GPA, within ten (10) days of the date of receipt of such notice, the following requirements:

1. Performance Bond
2. Guam Business License
3. Insurance Policies.

Failure on the part of the successful BIDDER to provide any and all of the requirements, and/or to enter into a contract with GPA shall be sufficient grounds for the annulment of the award. The negotiations may then be resumed with the next most qualified BIDDER with the next best-priced proposal.

**1.35 PERFORMANCE BOND, GUAM BUSINESS LICENSE AND INSURANCE POLICIES**

Upon notification of award, the BIDDER shall provide a Performance Bond and Guam Business License, prior to Contract Signing and Contract Commencement.

The Performance Bond, equivalent to one (1) year’s Fixed Management Fee, shall be executed by a surety company licensed to do business on Guam.

Upon notification of award, the BIDDER shall provide copies of the insurance policies, as proof of compliance with GPA’s Insurance Requirements as specified in the IFB.

**2.0 GENERAL CONDITIONS**

**2.1 Agreement**

Prior to entering into a formal agreement, GPA and NTRACTOR shall resolve and document any differences between the CONTRACTOR's proposal and the tender documents.

The Agreement between GPA and CONTRACTOR shall consist of the tender documents, as resolved by the CONTRACTOR's final negotiated Proposal and by GPA amendments, and the CONTRACTOR's proposal, as adjusted by a prioritized list of documents generated during the evaluation and negotiation processes and agreed to and acknowledged in writing by both parties. These documents may consist of, but are not limited to, written answers to questions, letters, and written clarifications to the proposal.

Any formal contract document shall reference GPA tender documents and the CONTRACTOR's proposal. No oral understanding or statement shall modify the Agreement. Changes to the above documents can only be made in accordance with the procedure for modifications as defined in Section 4.15 Changes.

The resolved tender documents shall take priority over and shall govern in all cases of conflict with the adjusted proposal. The CONTRACTOR's contractual obligation shall be to fulfill all requirements of the tender documents, as resolved, and to provide all features of the CONTRACTOR's proposal, as adjusted.

The tender documents are intended to be complementary, what is called for by one shall be as binding as if called for by all. If not otherwise specified in the tender documents, these General Conditions shall apply. If, during performance of the Agreement CONTRACTOR detects a discrepancy in the tender documents, CONTRACTOR shall so report to ENGINEER in writing at once and shall obtain a written interpretation or clarification from ENGINEER before proceeding further; however, CONTRACTOR shall not be liable to GPA for failure to report any conflict, error, or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

All materials, equipment, and services that may reasonably be inferred from the tender documents, as being required to produce the intended result will be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe materials, equipment, or services, such words will be interpreted in accordance with

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the code of any Governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, or code in effect on the effective date of the Agreement except as may be otherwise specifically stated in the Specification or Agreement. ENGINEER as provided in Section 4.1.11 ENGINEER’s Instructions shall issue clarifications and interpretations of the tender documents.

**2.2 Indemnity**

CONTRACTOR shall indemnify and hold GPA and ENGINEER harmless from any claim, liability or product liability, loss, damage, demand, cause of action or suit, expense, or fee of legal counsel arising out of or in connection with the Goods or Special Services provided by the CONTRACTOR.

**2.3 Shipment, Delivery, and Acceptance of Goods**

Shipment and delivery of the Goods shall be in accordance with this Paragraph except as otherwise provided or specified in the CONTRACT Documents.

All goods will be delivered at the point of delivery set forth in the Purchase Contract. CONTRACTOR shall select the means and methods of transportation. All charges necessary to effect shipment to the point of delivery, including but not limited to export packing, switching, trucking, lighter age, and special handling will be paid by CONTRACTOR.

GPA and/or ENGINEER reserve the right to inspect the Goods upon delivery for the purpose of identifying the Goods and general verification of quantities.

**2.4 Accounting**

For accounting purposes and for use in establishing property records, GPA may require CONTRACTOR to provide a reasonable price breakdown of the total price into separate prices applying to the individual items supplied under the Agreement.

Where the Agreement covers the reimbursement of the traveling or living expenses of the CONTRACTOR's employees or agents, the CONTRACTOR agrees to furnish complete itemization and breakdowns of such expenses when requested by GPA.

In the event of any changes to or termination of the Agreement, or the furnishing of goods or services on a labor hour or a cost reimbursable basis, CONTRACTOR shall supply information in such detail as may be reasonably required by GPA to support all applicable charges. GPA, or an independent auditor designated by GPA, shall have the right to audit, during normal working hours, CONTRACTOR's accounts and records relating to such charges. The expense of such audit will be borne by GPA.

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

**2.5 Waiver of Claims**

The making and acceptance of final payment will constitute:

A waiver of all claims by GPA against CONTRACTOR, except claims arising from unsettled liens, claims relative to defective Goods or special services appearing after final payment, or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; nor will final payment constitute a waiver by GPA of any rights in respect of CONTRACTOR's continuing obligations under the Procurement Documents; and

A waiver of all claims by CONTRACTOR against GPA other than those previously made in writing and still unsettled.

**2.6 Supervision and Coordination by CONTRACTOR**

CONTRACTOR shall competently and efficiently manage, supervise, and direct production of the Goods and furnishing of Special Services and coordinate all operations required to deliver the Goods and furnish any required Special Services.

CONTRACTOR shall designate, in writing to GPA, a person with authority to act on behalf of CONTRACTOR with respect to CONTRACTOR's obligations under the CONTRACT Documents, and all communications given to or received from that person will be binding on CONTRACTOR.

CONTRACTOR shall perform all such activities as an independent contractor and not as an agent of GPA. When others furnish materials and equipment for assembly by the CONTRACTOR, CONTRACTOR shall receive, unload, store, and handle it and become responsible therefore as though CONTRACTOR was furnishing such materials and/or equipment under the Agreement.

**2.7 Substitutions**

If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof certifying that the proposed substitute will perform adequately the function as called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's warranty or timely delivery of the Goods, whether or not acceptance of the substitute will require a change in any of the Contract Documents to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the production of the Goods is subject to payment of any license fee or royalty.

All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair, and replacement service will be indicated. ENGINEER may

Performance Management Contract  
GPA's Combustion Turbine Power Plants

require CONTRACTOR to furnish at CONTRACTOR's expense such additional data about the proposed substitute as is required by ENGINEER. GPA may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

## **2.8 Documentation and Drawings**

The Agreement will not be deemed satisfactorily completed until all requirements have been complied with including, but not limited to, proper material documentation, final drawings and reproductions, and other requirements stated in the Contract Documents. GPA may withhold final payment hereunder, pending completion of all such requirements by the CONTRACTOR.

At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the drawings or documents may have from the requirements of the Specification or Contract Documents. CONTRACTOR shall also direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. CONTRACTOR's submission of any drawing or document bearing CONTRACTOR's approval shall constitute a representation to GPA and ENGINEER that CONTRACTOR assumes full responsibility for having determined and verified the design criteria, quantities, dimensions, installation requirements, materials, catalog numbers, and similar data and that CONTRACTOR has reviewed or coordinated each drawing or document with the requirements of the Contract Documents.

ENGINEER's review and approval of CONTRACTOR's drawings or documents will be only for conformance with the design concept of the Goods and for compliance with the information given in the Contract Documents. Such review and approval will not extend to design data reflected in drawings or documents that is peculiarly within the special expertise of CONTRACTOR or any party dealing directly with CONTRACTOR. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER when drawings or documents are marked "Approved As Revised" and shall return the required number of corrected copies.

GPA and/or ENGINEER shall have the right to reproduce any and all drawing, prints, or other data or documents received from CONTRACTOR that are considered necessary for engineering, construction, or other purposes, despite any notice to the contrary appearing on the item. When a drawing or document approval is required by the Specifications, CONTRACTOR shall not commence production of any part of the Goods affected thereby until such drawing or document has been reviewed and approved by ENGINEER.

ENGINEER's review and approval of CONTRACTOR's drawings or documents will not relieve CONTRACTOR from responsibility for any deviations from the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written concurrence and approval to the specific deviation, nor will any concurrence or approval by ENGINEER relieve CONTRACTOR from

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

responsibility for errors or omissions in the drawings or documents submitted.

**2.9 Continuing Performance**

CONTRACTOR shall continue its performance under the Agreement during all claims, disputes, or disagreements with GPA. Production of Goods will not be delayed or the timely delivery of Goods or furnishing of Special Services be prejudiced, delayed, or postponed pending resolution of any claims, disputes, or disagreements, except as CONTRACTOR and GPA may otherwise agree in writing.

**2.10 Access to Goods in Production**

CONTRACTOR shall provide representatives of GPA, testing agencies, and governmental agencies with jurisdictional interests proper and safe access to Goods in the process of production at reasonable times as is necessary for the performance of their functions in connection with the Contract Documents.

**2.11 Expediting**

CONTRACTOR shall expedite delivery of the Goods and any related work of subcontractors. When requested or required by the Contract Documents, CONTRACTOR shall also provide GPA with an itemized schedule for engineering, outsourcing, fabrication, and shipping, which shall be followed by expediting reports including status of deliveries of materials and/or equipment purchased from subcontractors, if any, each month during its performance under the Agreement. If CONTRACTOR encounters delay in obtaining materials, or foresees any delay in its own manufacturing works, CONTRACTOR shall immediately inform GPA of such situation.

GPA and/or its designee shall be allowed reasonable access to CONTRACTOR's and its subcontractor's works for the purpose of expediting project progress. Any expediting done by GPA shall not relieve CONTRACTOR from its obligations as to the Delivery Time specified in the Agreement.

**2.12 Compliance with Law**

CONTRACTOR shall comply, and secure compliance by its subcontractors, with all applicable laws or regulations in connection with the Goods and services furnished hereunder. This includes the securing of any business or other licensing, certifications, or permits required.

If CONTRACTOR discovers any variance between the provisions of applicable laws and regulations and the drawings, Specifications, and other technical data furnished by the GPA, CONTRACTOR shall promptly notify GPA in writing thereof and obtain necessary changes from GPA before proceeding with the work affected thereby.

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

**2.13 Price Adjustment Methods**

Any adjustment in contract price within the parameters of this contract shall be made in one or more of the following ways:

- a. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- b. By unit prices specified in the contract or subsequently agreed upon;
- c. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- d. In such other manner as the parties may mutually agree; or
- e. In the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement.

**2.14 Submission of Cost or Pricing Data**

The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations.

**2.15 Change Orders**

By a written order, at any time, and without notice to surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- a. Drawings, designs, or Specifications, if the supplies to be furnished are to be specially manufactured for the Territory in accordance therewith;
- b. Method of shipment or packing; or
- c. Place of delivery.

**2.16 Time Period for Claim**

Within 30 days after receipt of a written change order under Paragraph 2.15Change Order, unless the Procurement Officer extends such period in writing or e-mail, The CONTRACTOR shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CONTRACTOR's claim unless the Territory is prejudiced by the delay in notification.

**2.17 Claims Barred After Final Payment**

No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.



Performance Management Contract  
GPA’s Combustion Turbine Power Plants

**2.18 Other Claims Not Barred**

In the absence of such a change order, nothing in this clause shall be deemed to restrict the CONTRACTOR's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on the General Officer's Actions or Omissions, - Notice of Claim", or for breach of contract.

**2.19 Contract Price**

The Contract Price constitutes the total consideration to be paid by GPA to the CONTRACTOR for the complete delivery of the Goods, Special Services, and for performing other services in connection therewith in accordance with the Contract Documents as amended by the parties pursuant to the Agreement. Unless expressly provided otherwise in the Contract Documents, the Contract Price is not subject to escalation in respect of materials and/or labor cost or any other factor or variation in rates of exchange, and all duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR shall be at its expense without change in the Contract Price. Charges, fees, CONTRACTOR's profit, and all other expense shall be deemed to be included in the Contract Price. Furthermore, the Contract Price includes management fees and incentive/penalty payments. Therefore, the Contract Price is dynamic but bounded. Only a formal Change Order, accepted by GPA, may change the Contract Price. The CONTRACTOR shall make any claim for an increase in the Contract Price in advance of performance of any such changes. However, GPA reserves the right to challenge or refute such claims.

**2.20 Force Majeure**

Force Majeure referred to herein shall mean an occurrence beyond the control and without the fault or negligence of the party affected including, but not limited to, acts of God or the public enemy, expropriation or confiscation; changes in law procedures, war, rebellion, or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, epidemics, catastrophes, or other similar occurrences which are not within the control of the party affected. However, the following shall not be considered as Force Majeure:

- a. Delay caused by lack or inability to obtain raw materials, congestion at CONTRACTOR's or its subcontractor's facilities, or elsewhere; market shortages, or similar occurrences, or
- b. Delay, either on the part of THE CONTRACTOR or its subcontractors, caused by shortages of supervisors or labor, inefficiency, or similar occurrences, or
- c. Sabotage, strikes, or any other concerted acts of workmen, which occur only in the facilities of THE CONTRACTOR or its subcontractors.

Should the circumstances of Force Majeure continue over a period of ninety (90) days, GPA has the right, if no other understanding is reached, to terminate the whole Agreement or any part thereof. Any delay or failure in performing the obligations under the Contract Documents of the parties hereto shall not constitute default under the Purchase Contract or give rise to any claim for damages or loss or anticipated profits if, and to the extent, such delay or failure is



Performance Management Contract  
GPA’s Combustion Turbine Power Plants

caused by Force Majeure, and if a claim is made therefore.

**2.21 Invocation of Force Majeure**

The party invoking Force Majeure shall perform the following:

- a. Notify the other party as soon as reasonably possible by facsimile, e-mail, telex, cable or Messenger/courier of the nature of Force Majeure, anticipated exposure time under Force Majeure, and the extent to which the Force Majeure suspends the affected party’s obligations under the CONTRACT;
- b. Consult with the other party and take all reasonable, prudent steps to minimize the losses of either party resulting from the Force Majeure;
- c. Resume the performance of its obligations as soon as possible after the Force Majeure condition ceases.

**2.22 Delivery Time and Force Majeure**

Only a Change Order may change contractual Delivery Times. The CONTRACTOR shall file all claims for an extension in the Delivery Time.

The Delivery Time will be extended in an amount equal to time lost due to delays caused by Force Majeure if a claim is made therefore as provided in this Paragraph. No amendment to the Contract Price, however, shall be allowable because of Force Majeure occurrences.

Notwithstanding the foregoing, all time limits stated in the Purchase Order documents are of the essence in the agreement. The provisions of this Paragraph shall not exclude recovery for damages (including compensation for additional professional services) for delays not caused by Force Majeure.

**2.23 Warranty**

The CONTRACTOR'S obligation to furnish the Goods and Special Services and to perform other services in connection therewith in accordance with the Agreement is absolute, and the CONTRACTOR warrants and guarantees to GPA that all Goods will be in accordance with the Contract Documents and will be new, fit for the purpose for which they are intended, and free from any defects, including faulty design, materials, or workmanship.

The CONTRACTOR shall provide GPA with all warranties and guarantees in writing. GPA and the BIDDER shall negotiate the manner in which claims against these warranties are addressed including any remedies for non-responsiveness. This may include retention of contract amounts, performance bonds, etc.

The CONTRACTOR shall be responsible for remedying all defects, without limitation, in design, materials, workmanship, operating characteristics, or performance of the Goods developing within twelve (12) months from the date on which GPA has placed the Goods in

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

continuous service, or within twenty-four (24) months from the date of final payment, whichever date shall first occur, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or by any specific provisions of the Contract Documents.

Any part(s) supplied in replacement of the defective part(s) of the Goods or any Goods repaired pursuant to the provisions of this Paragraph shall be supplied or repaired on the same terms and conditions as provided for herein for the supply of the Goods and in particular a new warranty period shall apply. Such new warranty period shall expire on the date twelve (12) months from the date of such replacement or repair or on the expiration date of the warranty for the original Goods that were replaced or repaired, whichever is later.

In the event the CONTRACTOR furnishes special services for installation and startup, such services shall be rendered in a competent and diligent manner and in accordance with the Contract Documents, accepted industry practice and any applicable professional standards.

**2.24 Tests and Inspections**

GPA or its designee shall have the right to inspect or observe the production, inspection, or testing of the Goods at any time and place including the CONTRACTOR's facilities and those of its subcontractors where the Goods are being produced.

THE CONTRACTOR shall conduct, at its responsibility and expense, all tests and inspections called for by the Contract Documents. In the event that witness inspection by GPA is required under the Contract Documents, the costs and expense arising therefrom shall be borne by the CONTRACTOR, including inspector's fees, transportation, hotel, and general flying expenses. In the event that CONTRACTOR's inspection is required at the site, CONTRACTOR's transportation, hotel, and general living expenses shall be borne by THE CONTRACTOR.

Any inspection made by the inspector of GPA and/or its designee will be final. Such inspections or the witnessing of CONTRACTOR's test and inspection by GPA and/or its designee shall not relieve THE CONTRACTOR of any of its responsibilities or liabilities under the Contract Documents, nor be interpreted in any way as implying acceptance of the Goods.

THE CONTRACTOR shall repair and replace, without cost or delay, anything found defective by tests and inspections, and also to bear all costs of re-inspection.

The CONTRACTOR must carry out at its authority and expense any inspection required by statutory Authority, governmental regulation, or other similar Authority on the codes or standards.

**2.25 Remedying Defective Goods**

If at any time after GPA’s acceptance of delivery under Paragraph 4.4, and before expiration of the correction period under Paragraph 4.19, GPA determines that the Goods are defective,

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

THE CONTRACTOR shall, upon written notice from GPA, do all things necessary, at its expense, to make good the defects as soon as possible after being notified to do so by GPA. THE CONTRACTOR warrants that THE CONTRACTOR, unless otherwise agreed, shall remedy any defects.

It is understood, that if so instructed by GPA, THE CONTRACTOR shall make shipment by the fastest available method.

In the event that THE CONTRACTOR does not take prompt action to fulfill its obligations hereunder as required by GPA and to the satisfaction of GPA, GPA may, after ten (10) days written notice to THE CONTRACTOR, and without prejudice to any of its rights under the Agreement, accept the defective Goods and carry out the remedial work itself instead of requiring correction or removal and replacement, and charge THE CONTRACTOR for the costs of the work. In an emergency where delay would cause serious risk of loss or damage, GPA may take such action without prior notice to or waiting for action by THE CONTRACTOR.

**2.26 Remedying Defective Special Services**

If at any time GPA notifies the CONTRACTOR in writing that any of the Special Services are defective, the CONTRACTOR shall promptly provide acceptable services. If the CONTRACTOR fails to do so, GPA may obtain the Special Services elsewhere.

**2.27 Cost of Remedying Defects**

All direct, indirect, and other costs of correcting, removing, and replacing defective Goods or of obtaining Special Services elsewhere and of exercising GPA’s rights and remedies under Paragraph 4.4, 4.19, and other sections as they apply, will be charged against THE CONTRACTOR and, if incurred prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Purchase Price, or if incurred after final payment, an appropriate amount will be paid by THE CONTRACTOR to GPA. Such direct, indirect, and other costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Goods, or property of GPA or others destroyed or damaged by correction, removal, or replacement of defective Goods. THE CONTRACTOR shall not be allowed an extension of the Delivery Time because of any delay in performance attributable to the exercise by GPA of GPA’s rights and remedies under this paragraph.

**2.28 Stop Work Order**

The Procurement Officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety-days (90-days) after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

pursuant to this clause. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

- a. Cancel the stop work order; or
- b. Terminate the work covered by such order, as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.
- c. Cancellation or Expiration of the Order

If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

- 1) The stop work order results in an increase in the time required for, or in the CONTRACTOR's cost properly allocable to, the performance of any part of this contract; and
- 2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

- d. Termination of Stopped Work

If a stop work order is not canceled and the work covered by such order is terminated for default or Convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

**2.29 Termination for Convenience**

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

**2.30 CONTRACTOR's Obligations**

The CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in-the notice of termination the CONTRACTOR will stop work to the extent

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the CONTRACTOR to assign the CONTRACTOR’s right, title, and interest under terminated orders or subcontracts to the GPA. The CONTRACTOR must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**2.31 Right to Supplies**

The Procurement Officer may require the CONTRACTOR to transfer title and deliver to GPA in the manner and to the extend directed by the Procurement Officer:

- a. Training material;
- b. Any completed supplies; and,
- c. Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this contract.

The CONTRACTOR shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the CONTRACTOR in which the Territory has an interest. If the Procurement Officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam (UCCG), Section 2706. Utilization of this Section in no way implies that the Territory has breached the contract by exercise of the Termination for Convenience Clause.

**2.32 Compensation Under Termination for Convenience**

The CONTRACTOR shall perform the following for compensation under termination for convenience.

- a. The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for Convenience together with cost or pricing data to the extent required by Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph (c) of this Paragraph.
- b. The Procurement Officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data to the extent required by Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement

Performance Management Contract  
GPA's Combustion Turbine Power Plants

costs reduced by payments previously made by GPA, the proceeds of any sales of supplies and manufacturing materials, and the contract price of the work not terminated.

- c. Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this subparagraph:

- 1) Contract prices for supplies or services accepted under the contract;
- 2) Costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- 3) Costs of settling and paying claims arising out of the termination of subcontracts or orders of this clause. These costs must not include costs paid in accordance with other subparagraphs of this Paragraph;
- 4) The reasonable settlement costs of the CONTRACTOR including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or
- 5) Disposition of property allocable to the terminated portion of this contract. The total sum to be paid to the CONTRACTOR under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials, and the contract price of work not terminated.

- d. Cost claimed, agreed to, or established shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations. 13 GCA 2796 (UCCG) which states:

2706. SELLER's Resale Including contract for Resale

- 1) Under the conditions stated in Section 2703 on CONTRACTOR's remedies, the CONTRACTOR may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the CONTRACTOR may recover the difference between the resale price and the contract price together with an incidental damages allowed under the provisions of this division (Section 2710), but less expenses saved in consequence of the buyer's breach.

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

- 2) Except as otherwise provided in Subsection (3) or unless otherwise agreed resale may be at public or private sale including sale by way of one or more contracts to sell or of identification to an existing contract of the CONTRACTOR. Sale may be as a unit or in parcels and at any time and place and on any terms, but every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable. The resale must be reasonably identified as referring to the broken contract, but it is not necessary that the goods be in existence or that any or all of them have been identified to the contract before the breach.
- 3) Where the resale is at private sale the CONTRACTOR must give the buyer [i.e., GPA] reasonable notification of his intention to resell.
- 4) Where the resale is at public sale:
  - 1. Only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and
  - 2. It must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to decline in value speedily the CONTRACTOR must give the buyer [i.e., GPA] reasonable notice of the time and place of the resale; and,
  - 3. If the goods are not to be within the view of those attending the sale, the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective BIDDERS; and
  - 4. The CONTRACTOR may buy.
- 5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer [i.e., GPA] even though the CONTRACTOR fails to comply with one or more of this section's requirements.
- 6) The CONTRACTOR is not accountable to the buyer [i.e., GPA] for any profit made on any resale. A person in the position of a CONTRACTOR (Section 2707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (Subsection 3) of Section 2711."

**2.33 Termination for Default**

If the CONTRACTOR refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the CONTRACTOR in writing of the delay or non-performance and if not corrected in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the CONTRACTOR's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The CONTRACTOR shall continue performance of the contract to the extent it is not terminated and shall be liable for excess cost



Performance Management Contract  
GPA’s Combustion Turbine Power Plants

incurred on procuring similar goods or services.

**2.34 CONTRACTOR's Duties**

Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which GPA has an interest.

**2.35 Compensation**

Payment for completed supplies delivered and accepted by the GPA shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject to the CONTRACTOR's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The GPA may withhold from amounts due the CONTRACTOR such sums as the Procurement Officer deems to be necessary to protect the GPA against loss because of outstanding liens or claims of former lien holders and to reimburse the PURCHASER for the excess costs incurred in procuring similar goods and services.

**2.36 Excuse for Nonperformance or Delayed Performance**

Except with respect to defaults of subcontractors, the CONTRACTOR shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the CONTRACTOR to make progress in the prosecution of the work hereunder which endangers such performance) if the CONTRACTOR has notified the Procurement Officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; act of the Territory and any other governmental entity in its sovereign restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the contract requirements. Upon request of the CONTRACTOR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the GPA under the clause entitled "Termination For Convenience", Section 4.23. (As used in the Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

**2.37 Erroneous Termination for Default**



Performance Management Contract  
GPA’s Combustion Turbine Power Plants

If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph 2.36(Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for Convenience of GPA, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for Convenience of GPA, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the CONTRACTOR's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

**2.38 Additional Rights and Remedies**

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**2.39 Consequential Damages**

Unless expressly provided for otherwise in this Agreement, neither party, including their agents and employees, shall be liable to the other party for consequential damages, including, but not limited to, loss of use, loss of profit and interest due to breach of contract, breach of warranty, negligence, or any other cause whatsoever, provided nothing herein shall relieve CONTRACTOR from its liability for injury to persons or property, including property of GPA, whether such liability arises in contract, including breach of warranty, or tort, including negligence.

**2.40 Notices**

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

**2.41 Computation of Time**

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the time computation.

**2.42 Language and Trade Terms**

All communications, documents, and execution of services hereunder, unless otherwise designated, shall be in the English language. INCOTERMS (International Rules for the

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

Interpretation of Trade Terms) published by the International Chamber of Commerce in 1980 and any subsequent revisions thereto shall govern interpretation of trade terms in the Contract Documents.

**2.43 Governing Law**

The laws of Guam shall govern the validity and interpretation of these conditions, the Agreement and legal relations of the parties.

CONTRACTOR shall not transfer or assign to any third parties any obligations or rights under the Agreement, nor any claims against GPA arising directly or indirectly out of the Agreement.

CONTRACTOR shall not sublet the Agreement in whole or in part without the prior written consent of GPA. Written consent of GPA for subletting shall not relieve CONTRACTOR of any of his obligations under the Agreement.

**2.44 Non-waiver**

GPA shall not consider any provisions of this Agreement waived unless GPA gives notice of such waiver in writing. Even if such notice has been given, such waiver shall not be construed as being a waiver of any other past or future right of GPA under the provisions of this Agreement, unless otherwise expressly stipulated therein.

Failure of GPA to insist upon strict performance of any of the terms and conditions hereof, or failure or delay of GPA to insist upon strict performance of any of the terms and conditions hereof, or failure or delay of GPA to exercise any acts, rights, or remedies provided herein or by law shall not relieve CONTRACTOR of liability under any guarantees or of obligations under the Agreement and shall not be deemed a waiver of any right of GPA to insist upon strict fulfillment of the Agreement or of any of GPA’s rights or remedies as to the Goods or special services furnished.

**2.45 Severability**

If any work, phrase, clause, article, or other provision of this Agreement is or is deemed or adjudicated or otherwise found to be against public policy, void, or otherwise unenforceable, then said work, phrase, clause, article, or other provision shall be deleted or modified, in keeping with the express intent of the parties hereto as necessary to render all the remainder of this Agreement valid and enforceable. All such deletions or modifications shall be the minimum necessary to affect the foregoing.

**2.46 Rights and Remedies**

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, will be in addition to, and shall not be construed in any way as a limitation of any rights and remedies available to any or all of them which are

Performance Management Contract  
GPA's Combustion Turbine Power Plants

otherwise imposed or available by law or contract, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents will survive final payment and termination or completion of this Agreement.

**2.47 New material**

Unless this contract specifies otherwise, the CONTRACTOR represents that the Goods and components are new. If the CONTRACTOR believes that furnishing used or reconditioned Goods or components will be in GPA's interest, the CONTRACTOR shall so notify GPA in writing. The CONTRACTOR's notice shall include the reasons for the request along with a proposal for any consideration to GPA if GPA authorizes the use of used or reconditioned Goods or components.

**2.48 Claims based on the General Manager's Action or Omissions**

If any action or omission on the part of the General Manager, or his/her designee, requiring performance changes within the scope of the contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- a. The CONTRACTOR shall have given written notice to the General Manager, or his/her designee:
  - 1) Prior to the commencement of the work involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
  - 2) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the work; or
  - 3) Within such further time as may be allowed by the Procurement Officer in writing. This notice shall state that the CONTRACTOR regards the act or omission as a reason that may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

- b. The notice required by this Paragraph describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- c. The CONTRACTOR maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

**2.49 Limitations of Clause**

Nothing herein contained shall excuse the CONTRACTOR from compliance with any rules of law precluding GPA and its officers and any CONTRACTORS from acting in collusion or bad faith in issuing or performing change orders that are clearly not within the scope of the contract.

**2.50 Standards of Design and Workmanship**

The finished Work shall be complete in all respects. The intent of the Specifications is to acquire or purchase management services, training, operations and maintenance materials and services, and supply and inventory management and control. All hardware shall be manufactured, fabricated, assembled, finished, and documented with quality workmanship throughout, and all of its components shall be new and suitable for the purposes specified, All firmware/software shall be designed, implemented, tested, and documented in accordance with the best and recognized correct practices and shall be suitable for the purpose specified. All work shall conform to industry best practices.

**2.51 Standard Work Schedule**

Work scheduled and performed by the CONTRACTOR on GPA’s premises shall conform to published GPA working hours and shall account for GPA’s observed holidays.

**2.52 Interference with Operation**

Interference with normal operation of GPA’s facilities or equipment, or that of any CONTRACTORS or subcontractors on GPA’s premises, shall be avoided. The GPA’s representative will determine in advance whether such interference is unavoidable and will establish the necessary procedures under which the interferences will be allowed.

**2.53 Release of Information**

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

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

**2.54 Liens**

In the event that a lien of any nature shall at any time be filed against the hardware, firmware, or software or the CONTRACTOR's facility by any person, firm, or corporation which has supplied material or services at the request of the CONTRACTOR, and for the cost of which the CONTRACTOR is liable under the terms of the Agreement, the CONTRACTOR agrees, promptly on demand of GPA and at the CONTRACTOR's expense, to take any and all action necessary to cause any such lien to be released or discharged therefrom. The CONTRACTOR agrees to hold GPA harmless from all liens, claims, or demands in connection with the Work.

**2.55 Title**

Title to any of the hardware, firmware, and software, management practices, training and other documents and/or processes required by GPA to continue the improved operations and maintenance of the CT Power Plants will pass to GPA upon placement of the equipment within GPA’s premises prior to commencement of its installation, subject to GPA’s inspection thereof.

The CONTRACTOR shall retain title and be responsible for movement of the equipment from the delivery carrier onto the premises and the subsequent unpacking of the equipment.

If, for any reason, the Work is terminated prior to its completion, the title to all the Work performed to that time including all hardware, firmware, software, management practices, training and other documents and/or processes required by GPA to continue the improved operations and maintenance of the CT Power Plants, whether in the CONTRACTOR's facility, in transit, or on GPA’s premises, shall immediately pass to GPA.

**2.56 Insurance**

Contractor shall not commence work under this contract until he has obtained all insurance required under this section and owner has approved such insurance, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. He shall maintain all insurance required during the course of the work and the period of the performance management contract.

**2.57 Contractors and Subcontractors Insurance**

Prior to commencing the work, contractor shall obtain and thereafter maintain during the course of the work Insurance with companies acceptable to owner. The contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The limits of insurance shall be as follows unless a higher limit is required by statute:

A. General Liability Insurance including products, completed operations and contractual

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MS GPA-015-25 CT Power Plants Units

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

liability coverage in the amount of \$2,000,000 per occurrence and \$2,000,000 aggregate.

- a. Policy must be primary and non-contributory with endorsements attached.
- b. GPA shall be named as an Additional Insured.
- c. Waiver of subrogation shall be in favor of GPA
- d. Cancellation clause of minimum 90 days’ prior written notice to GPA.
- e. GPA must be given minimum 90 days’ prior written notice for any material changes in the policy or cancellation of the policy.

- B. Commercial Auto Liability insurance covering third party bodily injury and property damage in the amount of \$1,000,000 combined single limit per occurrence.
  - a. Policy must be primary and non-contributory with endorsements attached.
  - b. GPA shall be named as an Additional Insured.
  - c. Waiver of subrogation shall be in favor of GPA
  - d. MCS 90 Endorsement - This shall be required for any contracts under the PMC to haul or transport hazardous material, fuel and/or used oil. It is not required at the onset of the PMC contract.
  - e. Cancellation clause of minimum 90 days’ prior written notice to GPA.
  - f. GPA must be given minimum 90 days’ prior written notice for any material changes in the policy or cancellation of the policy.

- C. Excess Liability insurance over the General Liability and the Commercial Auto Liability with limits of \$10,000,000 or higher per occurrence/\$10,000,000 aggregate.
  - a. Policy must be primary and non-contributory with endorsements attached.
  - b. Policy must be form following.
  - c. GPA shall be named as an Additional Insured.
  - d. Waiver of subrogation shall be in favor of GPA
  - e. MCS 90 Endorsement - This shall be required for any contracts under the PMC to haul or transport hazardous material, fuel and/or used oil. It is not required at the onset of the PMC contract.
  - f. Cancellation clause of minimum 90 days’ prior written notice to GPA.
  - g. GPA must be given minimum 90 days’ prior written notice for any material changes in the policy or cancellation of the policy.

- D. Worker’s Compensation and Employer’s Liability Insurance – Statutory Limits.
  - a. Policy must be primary and non-contributory with endorsements attached.
  - b. GPA shall be named as an Additional Insured.
  - c. Waiver of subrogation shall be in favor of GPA
  - d. Cancellation clause of minimum 90 days’ prior written notice to GPA.
  - e. GPA must be given minimum 90 days’ prior written notice for any material changes in the policy or cancellation of the policy.

- E. Professional Liability Insurance including in the amount of \$1,000,000 each claim.
  - a. Policy must be primary and non-contributory with endorsements attached.
  - b. GPA shall be named as a NAMED INSURED

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

- c. GPA shall be named as Loss Payee
  - d. Cancellation clause of minimum 90 days’ prior written notice to GPA.
  - e. GPA must be given minimum 90 days’ prior written notice for any material changes in the policy or cancellation of the policy.
- F. Contractors All Risk or Builders Risk Insurance – This shall be required for all construction projects and not required at the onset of this PMC contract.
  - a. Minimum Limits, deductibles, sub-limits, coverage, and property descriptions per contract or project description.
  - b. Policy must be primary and non-contributory with endorsements attached.
  - c. GPA shall be named as a NAMED INSURED
  - d. GPA shall be named as a Loss Payee
  - e. Waiver of subrogation shall be in favor of GPA
  - f. Cancellation clause of minimum 90 days’ prior written notice to GPA.
  - g. GPA must be given minimum 90 days’ prior written notice for any material changes in the policy or cancellation of the policy.
- G. General Liability and the Commercial Auto Liability with limits of \$5,000,000 or higher per occurrence - If applicable, fuel /hazardous materials transport which shall be required for any contracts under the PMC to haul or transport hazardous material, fuel and/or used oil. It is not required at the onset of the PMC contract:
  - a. Policy must be primary with primary wording endorsement attached.
  - b. GPA shall be named an additional insured
  - c. Waiver of subrogation shall be in favor of GPA
  - d. Cancellation clause of minimum 60 days’ prior written notice to GPA
  - e. Policy must have MCS 90 Endorsement

**All policies must contain the following endorsement and on the Certificate of Insurance:**

- H. Cancellation Clause of minimum 90 days’ prior written notice to GPA.

GPA must be given minimum 90 days’ prior written notice before any material changes in the policy or cancellation of the policy can take effect. Written notice must be addressed to:

Guam Power Authority  
Chief Financial Officer  
PO BOX 2977  
Hagatna, GU  
96932-2977

Certificate of insurance must contain this wording to be acceptable.

**2.58 Indemnification**



Performance Management Contract  
GPA’s Combustion Turbine Power Plants

The Contractor shall indemnify, defend and hold harmless owner (GPA) against all loss, damage, or expense (including reasonable attorney’s fees incurred by owner) arising out of the performance of the work, including injury or death to any person or persons resulting from the acts or omission of the Contractor or the Contractor’s employees, servants, agents or subcontractors and from mechanics and materialism liens.

**2.59 Certificate of Insurance**

Contractor shall furnish certificates of insurance and waiver of subrogation endorsement to GPA prior to commencement of work showing evidence of such coverage, including the statement to the effect that cancellation or termination of the insurance shall not be effective until at least (10) days after receipt of written notice to GPA. At all times Contractor’s insurance shall be primary to any other insurance that may be carried by GPA. The statement of limits of insurance coverage shall not be construed as in any way limiting the Contractor’s liability under this agreement. GPA shall be an additional insured on all liability coverage and certificates of insurance shall clearly indicate such.

**2.60 Insurance Company and Agent**

All insurance policies herein required of the Contractor shall be written by a company duly authorized and licensed to do business in the State or Territory where work under this contract is being performed and be executed by some agent thereof duly licensed as an agent in said State or Territory.

**2.61 GPA Insurance**

GPA agrees that it will keep the property and machinery and equipment insured, at a minimum, against loss or damage by fire with extended coverage endorsement for full replacement value as determined by GPA from time to time. Such insurance shall be issued by financially responsible insurers duly authorized to do business in the state or territory where the property is located and shall contain the standard form of waiver of subrogation. The insurance company shall be required to give GPA not less than ninety days (90) notice in the event of cancellation or material alteration of such coverage. Nothing contained herein shall be construed as creating any liability or responsibility on the part of the CONTRACTOR for the adequacy of insurance coverage on the property. As to any insurable risks of loss or damage to the property and machinery and equipment not required to be insured hereunder, GPA shall bear the cost of the same. GPA shall be deemed to be self-insured as to the deductible or co-insurance amount applicable to such insurance coverage and shall pay any deductible or co-insurance amount applicable in the event of such loss or damage.

**2.62 Waiver of Subrogation**

The parties hereby release each other and their respective officers, employees, and agents from all loss or damage to the Premise property, machinery and equipment and to the fixtures, personal property, equipment and improvements of either GPA or CONTRACTOR in or on

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

the Property, notwithstanding that any such loss or damage may be due to or result from the negligence of either of the parties or their respective officers, employees or agents. This waiver does not apply to maintenance and repair assumed under this contract by the CONTRACTOR.

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

**3.0 Technical and Functional Requirements**

This section describes the technical and functional requirements of the Performance Management Contract. It establishes the rules of engagement and delineates the responsibilities between the Guam Power Authority (GPA) and the Performance Management Contractor (PMC or CONTRACTOR).  
The CONTRACT between the PMC and GPA shall be constructed as a Fixed Management Fee Contract, whereby the parties establish the mutually agreed contract and performance guarantees. In addition, the CONTRACT shall include provisions for operations and maintenance supplies and services and the inventory management and control of Dededo CT, Macheche CT, Yigo CT, and Piti 7 CT Power Plants. The CONTRACT scope includes functional requirements that cover several key areas related to this contract:

- a) Engineering, Construction Management, Procurement and related services to maintain reliability and availability of the Dededo CT Units #1 and #2, Macheche CT, Yigo CT, and Piti 7 CT.
  - i. All Operations and Maintenance;
  - ii. Procurement of Goods and Services;
  - iii. Plant Engineering;
  - iv. Life extension, Capital and Performance Improvement Projects;
  - v. Environmental Compliance;
  - vi. Inventory Management and Control;
  - vii. Communications and Reporting;
  - viii. Budget Management;
  - ix. Management of Plant Staff;
  - x. Contract Terms;

GPA expects the PMC to commence management, operation and maintenance of the CT plants, and improve performance and operating conditions. Upon commencement of the contract, the PMC is required to immediately address all operational issues that may impact reliable operation and dispatching of these units.

**3.1 Engineering, Procurement, Project Management and Related Services for the Overhaul (Hot Gas Path Inspections or HGPIs) of Dededo CT 1 and 2 Power Plants**

The current PMC contractor is scheduling the overhaul (Hot Gas Path Inspections or HGPIs) of Dededo CT2 for the end of September 2025. Dededo CT 1 is planned for the end of September 2026. If the new PMC Contractor takes over the CT PMC contracts, GPA will require both these tasks to be prioritized by the new PMC. The PMC will provide Engineering, Procurement and Project Management services to complete the overhaul of the Dededo CT 2 (if not already completed by FY 2025) and Dededo CT 1 Power Plant in 2026. The project will be implemented in coordination with GPA, with the support of key divisions and employees.  
The major overhauls of the other CT power plants such as Macheche CT, Yigo CT, and Piti 7 should also be prioritized as these plants will be due for major overhauls between years 2026 and 2031.

GPA shall provide funding for these projects, but will be willing to enter into a

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

Financing Agreement with the PMC, the terms of which should be mutually agreed upon by both parties.

**3.2 Management**

The Performance Management Contractor (PMC or CONTRACTOR) shall be responsible for the overall management of the plant as well as the management of the plant staff. The PMC shall oversee the implementation and completion of all operations and maintenance activities, including all those necessary to meet performance guarantees and maintain high efficiency and reliability, including plant life extension projects.

For Dededo CT, regular management tasks shall commence upon successful completion of the overhauls (Hot Gas Path Inspections or HGPIs) and once the units have successfully been placed online.

For Yigo CT, Piti 7, Macheche CT, the PMC is expected to perform tasks as required as soon as the contract commences.

Contract shall include options for the CONTRACTOR to provide additional PMC services to other to other similar power plants owned and/or operated by GPA, such as, but not limited to the Diesel plants: Tenjo Vista Diesel Power Plant, Talofoto Diesel Power Plant, and Manenggon Diesel Power Plant. The terms and pricing of the additional services shall be negotiated between GPA and the CONTRACTOR, summarized in an amendment.

**3.3 Procure OEM & Non-OEM Support as Required**

The PMC will be required to procure all OEM and Non-OEM assistance it requires to support the daily operation and maintenance of the plant. GPA personnel may assist the PMC with issues and historical perspective, but the PMC will primarily be responsible for obtaining OEM and Non-OEM Support.

**3.4 Working Capital, PMC Expenses and Financing**

The PMC is responsible to fund all operation & maintenance expenses, inventory management and procurement expenses, as well as Capital Improvement Project funding, and expenses for implementing and completing projects related to plant life extension, meeting performance guarantees, and maintaining reliability and efficiency. GPA may solicit PMC participation in short-term debt financing for necessary capital or expense expenditures. This participation may include direct loans and/or indirect involvement through guarantees or some other form of participation. Such participation is not mandatory. However, while not mandatory, GPA reserves the right to include this option in the qualitative portion of the proposal review. GPA may request such participation only if the PMC agrees.

The PMC shall be reimbursed by the Authority upon successful documentation of such expenditures, and following the guidelines for compensation as delineated in GPA's policies and standard operating procedures. Payments for CIPs will be made on a reimbursable basis, and the PMC shall invoice GPA for progress payments for work completed upon such CIP or other projects no more than once monthly. These invoices shall include certifications, receipts, and proof of payment and delivery on site of materials and services to be entitled for reimbursement. GPA will reimburse PMC for the actual cost of materials and services, and an administrative fee not exceeding five percent (5%) of the

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

actual project cost. This administrative fee shall include charges for project administration, financing, and interest.

Payments shall not exceed the amounts agreed to and approved by GPA or as otherwise agreed to by the parties through a change order.

The PMC shall have sufficient working capital to support its cash flow requirements including any cash flow requirements associated with its operations and maintenance (O&M), inventory management and procurement responsibilities and critical projects for ensuring availability, efficiency and reliability. The minimum working capital acceptable during each contract period shall be no less than 50% of the agreed O&M budgets for the respective period.

All PMC direct and indirect expenses and taxes, including all PMC employees related expenses and taxes are the sole responsibility of the PMC.

**3.5 Budget**

The PMC shall optimally manage the Operations and Maintenance Spending (O&M Spending) not to exceed the authorized budget amount for each contract year. The PMC shall provide appropriate justifications and auditable records of all O&M procurement activities. Any O&M spending beyond authorized limit shall be justified by the PMC with proper and sufficient supporting documentation, and shall follow the appropriate GPA review process for approval or disapproval. Spending above the approved budget that is not authorized by GPA shall be the sole financial responsibility of the PMC.

O&M Spending excludes Dededo CT, Macheche CT, Yigo CT, and Piti 7 Power Plants Employees base salaries, premiums and benefits, but includes overtime.

The PMC shall optimize overtime spending to lower total plant costs. However, exceptions may be made during emergency response for force majeure situations, such as Typhoon Recovery and other critical support periods, which does not constitute normal operations. The allowance for overtime during these situations will require approval from GPA. The PMC shall report overtime expenses to GPA monthly and at the end of each contract year, and the report shall include details of overtime such as justifications, overtime work details and related information.

The PMC shall track all O&M costs. The PMC shall be required to submit a report of O&M spending to GPA monthly and at the end of each contract year. The report shall illustrate O&M Spending, including Overtime Spending, and shall include details and justification for each item. Justification is particularly important for items exceeding the budget.

The PMC will prepare and submit to GPA a three-year plant budget beginning with the next fiscal year by March 31 of each contract year, in accordance with and following the schedule for GPA's Budget Approval Process.

GPA shall authorize the proposed O&M spending budgets for each contract year by the PMC. GPA reserves the right to negotiate bid amounts prior to contract commencement. The negotiated amounts shall establish the maximum spending limit for O&M expenses. GPA shall review and negotiate the next fiscal year budget with the PMC by June 30 of each contract year.

GPA will make timely reimbursements to the PMC for the expenses incurred by the PMC in conjunction with the PMC's O&M procurement responsibilities. The PMC shall

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

include certifications, receipts, and proof of payment and delivery on site of materials and services to be entitled for reimbursable compensation. The PMC shall invoice GPA for these expenses no more than once monthly. Cost-plus reimbursement shall not be allowed. There shall be no additional costs or fees for reimbursement of O&M expenses.

**3.6 Performance Guarantees, Incentives and Penalties**

The PMC shall be guided by the Performance Guarantees as discussed in Section 7 of this document.

To ensure optimum performance as well as efficient operation and maintenance of the plant, GPA shall apply incentives and penalties as discussed in Section 8 of this document, following GPA's minimum Capacity, Availability and Heat Rate thresholds.

**3.7 PMC Staffing Level**

The plant organization shall be composed of PMC Management and GPA Plant Staff. The PMC shall utilize all Dededo CT, Macheche CT, Yigo CT, and Piti 7 employees beginning on the Commencement Date and continuing through the Termination Date of the Contract.

The PMC shall provide appropriate staffing levels of PMC employees to provide overall plant management, resident technical expertise for Combustion Turbine plant (and relative expertise if the PMC and GPA agree to include the Fast-Track Diesels in the PMC) operation and maintenance, procurement oversight, engineering, and administrative support as necessary. The Qualitative Scoring will evaluate the PMC' s proposed staffing level.

**3.8 Plant Engineering and Technical Services**

The PMC shall provide plant engineering and technical services for the following:

- Overhaul (Hot Gas Path Inspection) of the Dededo CT Plant (as discussed in the earlier Section);
- Remote Start Capability for all Combustion Turbine Plants;
- Rehabilitation, Life Extension and Capital Improvement Projects and/or improve availability and reliability, and to align with other resource implementation planning efforts;
- Major and Routine Operations and Maintenance Activities;
- Any other analysis, feasibility study, technical study or other engineering and technical tasks necessary to support GPA in other initiatives or projects.

**3.9 GPA Staffing**

The Staffing Pattern for the various CT plants are provided in Schedule C of this bid.

**3.10 PMC Staffing Responsibilities**

The PMC has the responsibility to ensure adequate plant staffing, and shall manage and adjust, with GPA's approval, for optimal operation and maintenance of the plant. This may include recommendations for right-sizing through augmentation or attrition, as well as improving current staffing patterns or shift scheduling.

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

The PMC shall regularly report on the adequacy of staffing levels. If there are vacancies required to be filled, PMC shall request GPA to hire replacement(s). In case GPA is unable to hire the replacement(s), GPA may request the PMC to fill the position by direct hire(s). Upon receipt of this notice, the PMC may hire personnel, upon mutual agreement, to replace GPA employees at wage rates and benefits subject to approval by GPA. Reimbursement shall only be for the period of time PMC-hired employees are employed and performing work up to the termination date of their employment with the PMC. The cost for hiring additional personnel will not go against the PMC's O&M budget. Salaries, wages and benefits of any additional employee hired by the PMC shall be based on prevailing rates specified by US Department of Labor rates, and shall be reimbursed by GPA.

a. Line Management Responsibility

The PMC management is responsible for supervising the classified work force of Combustion Turbine Plants. The PMC shall have the authority, with consultation and coordination with GPA, to establish work rules, assign and direct the work of the GPA work force, make work schedules, establish safety procedures, prescribe training and approve attendance at training, and any other necessary management actions in performing the requirements of this contract.

The PMC shall have discretion in selecting methods and means in the management of GPA employees to accomplish the repair, operation, and maintenance of the plant.

b. Chain of Command

The PMC, in dialog with and with the consent of GPA, will be responsible for creating an appropriate reporting structure.

c. Employee Performance Review

The PMC will have the authority and discretion to counsel or issue written warnings to individual employees for unsatisfactory work performance and violations of work rules, conduct rules, safety procedures, or other conduct the PMC determines to be detrimental to the safe and efficient repair, management, operation, and maintenance of the Combustion Turbine Plants.

In its sole discretion, GPA may take disciplinary actions, as it deems appropriate. The PMC shall cooperate and assist GPA by providing such witnesses and evidence as GPA may reasonably request to support any disciplinary action.

The PMC may request disciplinary action but shall not have authority to initiate or direct disciplinary action against any individual GPA employee; provided, however, that GPA shall use its best efforts to proceed promptly, diligently , and thoroughly to process all requests and take such disciplinary action as requested by the PMC if reasonable under the circumstances, including, but not limited to the immediate suspension of GPA employees during the notice period of GPA's disciplinary procedures, or placing employee on administrative leave pending adverse action, if their continued presence would interfere with the safe and efficient operation of Combustion Turbine Power Plants or the safety and health



Performance Management Contract  
GPA’s Combustion Turbine Power Plants

of persons or if the suspension was necessary to eliminate the possibility of deliberate damage to equipment, property, or important documents .

The PMC will conduct regular performance reviews of each employee, which will be coordinated with GPA Human Resources Division. In addition, the PMC will provide input for setting annual personnel development goals. The employee performance reviews and development goals setting made by the PMC do not replace the formal performance reviews performed by GPA supervisors. However, they provide one of the key inputs to the formal GPA review process. These PMC inputs will drive promotion and demotion decisions and standards for job performance. Documentation of both good and unacceptable employee performances shall be the responsibility of the PMC and/or those GPA employees that report directly to the PMC.

The PMC, at its own discretion, may have the authority to make cash awards to GPA employees using PMC funds as an incentive for superior work performance or other significant contribution by an individual GPA employee to the safe and efficient repair, management, operation, and maintenance of the Combustion Turbine Power Plants based upon employee superior performance as evaluated by PMC. The cost for cash awards is not reimbursable by GPA.

d. Authority to Promote and Demote Personnel

The PMC may provide GPA recommendations for appropriate promotions or demotions. The PMC shall establish a standardized procedure documenting the promoting and demoting of employees at the plant.

GPA shall retain all authority and responsibility for promotions and demotions, recognizing PMC recommendations, GPA system needs and Guam civil service rules and regulations.

e. Manage Scheduling of Leave Time

The PMC will manage and approve the scheduling of vacation, holiday and other leave time to minimize overtime and other O&M costs, subject to the constraints of GPA Leave Policies and in accordance with Personnel Rules & Regulations, public laws and executive orders as amended or established. The PMC will also have authority to schedule extended hours, staggered hours, flexible hours and Sunday working hours as the PMC may determine necessary to ensure the safe and efficient management, operation, maintenance and repair of the Combustion Turbine Plants. The PMC shall not unreasonably deny employee requests for authorized absence. The PMC's disapproval of GPA employee requests for authorized absence shall be based solely upon scheduling needs to ensure the safe and efficient repair, management, operation, and maintenance of the plant.

f. Overtime

In the event that PMC requires GPA personnel to perform overtime, PMC shall follow established GPA personnel rules and regulations, policies and procedures, guidelines, and applicable local and federal laws in the requesting and reporting of overtime.

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

g. Safety Compliance Personnel

The PMC will provide their own safety equipment and test procedures for areas such as air quality monitoring. This is specifically referring to the confined / enclosed space issues as defined by OSHA/GOSHA. The PMC will not rely on GPA for these type of services unless in the case of an emergency. However, all safety equipment and test procedures shall be reviewed and approved by GPA Safety Division.

The PMC shall allow GPA Safety Division Inspectors to conduct periodic scheduled and unscheduled facilities inspections to detect potential hazards so that proper remediation activities can be implemented. GPA Safety Division Inspectors shall document and forward all inspection results through GPA and the PMC chain of command.

h. Occupational Safety and Health/ Equipment Clearance System

The PMC shall design the training program in a manner that will instruct employees in the safe and healthful performance of their work. The PMC shall tailor this training and evaluation to the employee's job requirements and level of responsibility. The PMC shall keep all Occupational Safety and Health training records for the contract duration. As a minimum, the training records shall indicate the following information:

- Subject matter;
- Duration; start and stop time;
- Names of attendees;
- Date of Training.

The PMC will develop and train employees on the use of and establish their own equipment clearance system. This clearance system shall apply to all equipment associated with Combustion Turbine Units except for the following:

- 1) The line of demarcation regarding the high voltage transformer and natural areas of O&M responsibility shall be defined; and,
- 2) Some overlap of equipment commonly used for combined systems such as the oil handling or condensate production for the Combustion Turbine Units that may require careful coordination.

This training shall adhere to the OSHA/GOSHA mandated training program particular to the employees' job and environment, operating practices and procedures with a practical understanding of prevention strategies.

The PMC shall ensure that all employee s, upon assignment to positions involving potential exposures to hazardous or toxic substances, including asbestos exposure equal to or exceeding the permissible exposure limits (PEL) undergo proper medical examination and are entered into a medical surveillance program as required by GOSHA.

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

The PMC shall ensure that all employees assigned to positions involving potential exposures to hazardous or toxic substances are issued and are required to wear equipment and/or devices such as:

- Welding or wire mesh gloves;
- Respirators;
- Hard hats;
- Goggles;
- Foot protection;
- Face shields;
- Rubber gloves and coveralls;
- Safety glasses.

1. Disciplinary Action Documentation

The PMC will document and forward recommendations of any suggested disciplinary action to the Assistant General Manager of Operations. All recommendations for disciplinary action must comply with requirements set forth by the GPA Personnel Rules & Regulations, Civil Service laws and other administrative policies as amended or established. The Assistant General Manager of Operations will forward such recommendations to the General Manager of GPA for further disposition as required.

J. Dispute Resolution Process Usage

Should the PMC have a problem that is not resolved to their satisfaction, regarding personnel or disciplinary action, it will have the right to have the issue reviewed as part of the dispute resolution process.

K. Responsibility for Direct Hires from Outside the Guam Power Authority

PMC may participate in the interview and selection process of any and all new Combustion Turbine Plant employees for positions not filled by the normal internal transfer of employees by GPA but rather through direct hire from the outside labor pool. The PMC will have a voice in the interview and selection process of the new employee, including but not limited to the use of standardized aptitude testing. This action is subject to the standard Government of Guam hiring practices in accordance with local and federal Jaws, personnel rules and regulations, and other administrative orders, policies and procedures.

I. Utilization of Employees/Consultants

The PMC may, at any time, in consultation with GPA, have PMC employees or consultants perform functions, duties, and responsibilities at the Combustion Turbine Power Plants as PMC determines in accordance with the scope of this contract. Reimbursement for salaries and benefits shall be based on the rates approved by GPA. Reimbursement shall only be for the period the PMC hired Employees/Consultants are employed and performing work up to the termination date of their employment/contract with PMC.

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

J. Cooperation with GPA Personnel Administration  
PMC shall cooperate with GPA in GPA's personnel administration to the extent that PMC has a role in the supervisory process.

**3.11 Guam Power Authority Staffing Responsibilities**

a. Human Resources

GPA shall perform all personnel administration functions for GPA employees assigned to the Combustion Turbine Plants.

GPA shall have access to its employees assigned to the Combustion Turbine Power Plants for the purpose of performing its administrative functions. Personnel administration functions shall include, but not be limited to:

- i. Computation and payment of compensation as authorized by administrative laws, rules, policies and procedures; GPA shall retain its standard responsibilities for all GPA employee payroll expenses and disbursements;
- ii. Administration of sick leave, maternity leave, paternity leave, annual leave, military leaves of absence and such other programs providing GPA employees authorized absences;
- iii. Recruitment, examination and appointment of new hires;
- iv. Administration of employee benefit plans, health insurance, retirement plans, worker compensation plans, the Drug Free Workplace Policy, and such other programs for the welfare of GPA employees;
- v. In-service training programs and such other training programs for which GPA employees are eligible; and,
- vi. Such other personnel matters not related to the maintenance, operation, and repair of the Transportation section.

b. Select, Provide, Promote and Demote All Classified Employees

GPA shall select, provide, promote and demote all classified employees for normal operation and maintenance of the plant, in accordance with Civil Service Commission policies, personnel rules and regulations, administrative orders, local and federal laws.

The CONTRACTOR may submit recommendations for promotions and demotions of classified employees.

c. Administer Salary, Benefits & Disciplinary Actions

While GPA is not responsible for the direct line management of the O&M, it is responsible for functions such as disciplinary action. All salary and benefit administration will continue to be the responsibility of GPA, consistent with other standard practices. GPA will continue to have the same responsibility to enforce disciplinary action type issues as present.

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

- d. Cross Training of Transitional Employees  
The responsibility for any cross training of transitional employees will reside in the GPA divisions that utilize them, in cooperation with the PMC as part of the training program for the employees.
- e. Grievance Reporting Procedure and Arbitration  
GPA will provide copies of the Grievance reporting and resolution procedures to the PMC. Disputes will be handled in accordance with the existing GPA policies. GPA will develop a specific process of handling higher-level disputes between the PMC and GPA personnel. Costs associated with disputes requiring payment to non-PMC employees may require the PMC to adjust the monthly invoice payments.
- f. Disciplinary Actions and Procedures, Including Poor Performance  
GPA will be responsible for administering disciplinary actions against GPA employees per GPA standard policies and procedures. GPA management will determine and apply the degree of penalty to employees as appropriate.  
Should the PMC's O&M activities be impacted, then the degree of required payment will be discussed with GPA and possibly adjusted to reimburse the PMC for only fair losses, not to include the loss of production or electrical output.
- g. Communicating of Reporting Structure  
GPA shall communicate and inform all employees of the newly adopted and reporting system and the associated process to handle and resolve any possible future disciplinary action processes.
- h. Replacement of Employees  
GPA shall use best efforts to replace all employees who resign, retire, transfer or upon any official personnel action that will cause departure.  
In cases of emergency, GPA, may at its discretion, assign GPA employees on a temporary basis to the Combustion Turbine Power Plants until vacant positions are filled with permanent employees. GPA shall notice the PMC thirty (30) days prior to the final replacement date that its best efforts to replace employees were unsuccessful.  
Upon receipt of this notice, PMC may hire personnel, upon mutual agreement, to replace GPA employees at wage rates and benefits subject to approval by GPA.
- 1. Guam Power Authority Employee Payroll  
GPA shall retain its standard responsibilities for all employee payroll expenses and disbursements.

**3.12 Resource Allocation of GPA Central Maintenance Personnel**

The PMC is highly encouraged to optimize the use of Central Maintenance personnel subject to GPA's specified minimum and maximum acceptable performance standards. GPA shall provide reasonable support from the Central Maintenance Section to the PMC under the direct authorization of the Manager of Generation.

**3.13 Resource Allocation of GPA Engineering and Planning Personnel**

At the PMC's request, GPA may supply engineering and planning personnel services as required on a case-by-case basis consistent with the GPA's mission and availability of staff and skill sets.

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

**3.14 Training**

The PMC shall be responsible for all training and associated costs necessary to perform contract obligations, and adhere to regulatory requirements such as OSHA or GOSHA. The PMC shall include estimated training costs in their proposal for GPA's consideration and approval.

The PMC shall retain training records and certificates of all GPA employees under PMC management. The PMC shall submit copies of GPA employees' records, including but not limited to certificates, recordings of actual training hours per event (for all training types), individual training assessments, progress reports, evaluations, and other related documents upon completion of each training activity for filing into employees' official personnel files. Upon PMC's completion of Contract, all original documents, i.e. training certificates, recordings of training hours, individual assessments, progress reports, evaluations and other related forms will be turned over to GPA Human Resources Division.

**3.15 Operation of Combustion Turbine Plants**

The PMC is required to perform and manage all operational responsibilities for the the Combustion Turbine Plants, which include Plant Operation Responsibilities and Requirements as specified in this bid document.

The PMC shall manage, oversee, and perform all duties and responsibilities related to the proper and efficient management of the power plants. This includes but is not limited to duties specified in the Technical and Functional requirements, current SOPs, manufacturer SOPs, and all other duties as assigned by the GPA General Manager and his designee.

At the direction of the GPA General Manager or other GPA stakeholders, the PMC may also be requested to undertake activities that impact the operation of the plant. Such projects will follow GPA's standard procedures for approval, budgeting and implementation.

**3.16 Unit Operating Information**

The PMC shall provide regular reports on unit commitment and unit operations to GPA management and all divisions identified as requiring the information.

The Unit Commitment information shall include the following information for each generation unit:

1. Heat Rate Variances (MBTU/MWh);
2. Capacity Derations (MW); And,
3. Upper and Lower unit commitment levels (MW);
4. Forbidden Regions;
5. Any Condition that may limit dispatching of the Unit.

Unit operation information shall be provided to the Generation division on a daily basis.

**3.17 Environmental Compliance**

The PMC shall operate in compliance with all environmental requirements and is responsible for all required environmental activities including but not limited to:

- a. Compliance with the Consent Decree Requirements in the Fuel Switching Enforcement Action;
- b. Completion of all activities required to ensure compliance with all applicable

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

- environmental rules and requirements including, but not limited to:
- i. Monitoring of all emission tests and results and ensuring compliance with applicable rules and regulations;
  - ii. Record-keeping, documentation and review of emission test data;
  - iii. Completion of all necessary corrective actions;
- c. Conducting tests on all water and air sources to comply with all Standard Operating Procedures;
- d. Creation, development, and updating of Standard Operating Procedures as required;
- e. Monitoring all low volume waste streams to be within compliance with all local, federal, and international regulations;
- f. Completion of all activities to ensure compliance with all existing environmental permits and plans including but not limited to:
- i. Air Pollution Control Permit F0 -002
  - ii. PSD permit
  - iii. National Pollution Discharge Elimination System (NPDES) permit
  - iv. Spill Prevention Control and Countermeasure (SPCC) plan
  - v. Best Management Practices (BMP) plan;
- g. Compliance with GPA and Federal Spill Prevention Control and Countermeasures (SPCC) programs and policies to include implementation, monitoring and reporting;
- h. Remediation of all oil spill incidents to the satisfaction of local and federal regulatory bodies;
- i. Submission of all required reports;
- j. Record-keeping and equipment maintenance;
- k. Payment of all applicable fees as stated in the various environmental permits and plans;
- l. Payment of all penalties from non-compliance with any and all environmental requirements from local and federal bodies.

**3.18 Air Pollution Control Permit Requirements**

The PMC shall be responsible for complying with all the rules and regulations of GEPA and the conditions stated under Air Pollution Control Permit No. F0 -002 (Title V Permit to Operate). Including, but not limited to the following activities and requirements:

- a) Ensure that all Emission Limits are not exceeded (see Table for list of Emission Limits).
- b) Ensure that all proposed control measures and/or equipment are installed and properly operated.
- c) Ensure that all control measures, equipment, facilities and systems installed or used to achieve compliance with terms and conditions of the permit are maintained in good working order and operated as efficiently as possible at all times, including startup, shutdown and malfunction.
- d) Conduct proper Preventive Maintenance Procedures for the significant sources of emissions, in accordance with manufacturer's recommendations.
- e) Implement adequate control measures approved by GEPA to prevent exceeding of



Performance Management Contract  
GPA’s Combustion Turbine Power Plants

- any applicable ambient air quality standards during the operation of the facility.
- f) Operate and maintain appropriate pollutions controls to minimize NOx Emissions from the generators such as water/fuel injection rate, sulfur content (refer to Section g) 11.C of Permit).
- h) Comply with all monitoring, testing, and recordkeeping requirements.
- i) Comply with all Reporting Requirements, and submit all requirements to GEPA in collaboration with GPA's Planning and Regulatory Division.
- j) Comply with the Fuel Switching Protocol.
- k) Comply with the Nonattainment Strategy, including, but not limited to, providing a Maintenance Plan.
- l) Ensure that Compliance Certifications are completed as required (Section II.J.).
- m) Complete all Reporting Requirements and Fee Payments for Annual Emissions.
- n) All other responsibilities under Permit No. F0 -002.

**3.19 GPA's Planning & Regulatory Division**

GPA's Planning and Regulatory Division (P&R) shall support the PMC in meeting all environmental compliance requirements. P&R shall audit the PMC on a regular basis as a means of monitoring and ensuring that all requirements are satisfied. The PMC shall coordinate all activities on Environmental Compliance, including records and reports, to P&R. The PMC shall provide full cooperation during P&R's audits and monitoring activities.

**3.20 Maintenance**

The PMC is required to perform and manage all Maintenance Responsibilities for Dededo CT, Macheche CT, Yigo CT, and Piti 7 Power Plants, including but not limited to the Maintenance Responsibilities and Requirements as specified in this bid document.

The PMC will be responsible for all equipment associated with the plant. Plant electrical maintenance personnel are only qualified to handle equipment with an operating voltage of 5000 volts and below. The PMC shall be responsible for coordinating with qualified personnel to maintain, repair, and/or reset all other electrical equipment. Coordination with the GPA Transmission & Distribution division shall be done through the Generation Manager's office.

**3.21 Use of the GPA Computerized Maintenance Management System**

The PMC shall utilize the functionality of the GPA CMMS. The PMC shall provide a monthly report summarizing the scheduled and actual Maintenance Activities, and the data shall be available in the CMMS. This report shall also include comparisons of scheduled, actual, and manufacturer-recommended Maintenance Activities. The report shall be used to evaluate the PMC's performance with regards to the maintenance of the plant.

**3.22 Operating Procedures - Management, Improvement and Addition**

The PMC shall audit all operational procedures turned over at time of contract award, revise to proper "best in class" operating standards, train employees to the proper use of all

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

procedures, audit employees to their use of all procedures and take corrective action of variances relating to operational performance deficiencies.

The PMC shall also develop new operating procedures throughout the term of the contract as required, and grant GPA access rights to all procedures during the term of the contract for review, usage and possible replication at other operating units. All operating procedures generated by the PMC will become the property of the GPA

Annual reviews of all Operating Procedures shall be conducted to validate the applicability and effectiveness of the procedures as new technologies are introduced into the power plant, as part of modernization and improvement. Any reviews made shall be reported to GPA along with corresponding findings, updates, and revisions.

Two sets of Plant Operating Procedures (hard copy and soft files) will be kept at all times in the Dededo CT, Macheche CT, Yigo CT, and Piti 7 Power Plants control rooms. One set each will be given to the following in formats agreed upon by GPA and the PMC:

- Assistant General Manager, Operations;
- Manager of Engineering;
- Manager of Generation;
- Manager of Strategic Planning and Operations Research.

**3.23 Physical Boundaries**

Maps identifying the physical boundaries of the Dededo CT, Macheche CT, Yigo CT, and Piti 7 Power Plants are provided in the supporting documents. The PMC will be responsible for the maintenance of all equipment, facilities and assets within the physical boundary of the power plants.

**3.24 Management of Waste Oil**

The PMC shall dispose of waste oil in a safe manner consistent with GPA agreements, local and federal environmental regulations, and industry best practices. The PMC shall train, assign, and manage normal shift personnel to this duty.

The PMC shall manage and refine GPA policies and procedures in the operation and maintenance of combustion turbine plants' waste oil-handling system. Operation and Maintenance of this system is critical to the cost-effective performance of the facilities.

**3.25 Maintaining Proper Water Quality**

The PMC shall be responsible for properly operating and maintaining the existing Reverse Osmosis System and ensure the plant is provided with emulsion water that meets quality standards at a low operational cost.

**3.26 Optimization of Fuel Consumption**

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MS GPA-015-25 CT Power Plants Units

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

The PMC shall comply with the criteria defined within the Quality Management Plan for Prudent Fuel Use and LEAC Plan for Performance Goals.

The PMC shall comply with the requirements stated in the Fuel Switching Enforcement Action Consent Decree, and minimize the excessive use of Low Sulfur Fuel. The PMC shall document Low Sulfur Fuel usage at all times and include justification for such usage. For use of Low Sulfur Fuel other than for adverse wind conditions, including but not limited to equipment problems or malfunctions, the PMC must determine and correct the problem immediately. The event should be properly document, justified and reported to GPA by the next working day. The additional fuel costs associated with excessive use of Low Sulfur Fuel shall be paid for by the PMC.

**3.27 Maintenance of Transformers**

The PMC shall coordinate with GPA's Transmission & Distribution Division in the performance of all transformer maintenance (predictive and preventive) and testing including dissolved gas analysis (DGA) for all transformers associated with the power plants.

**3.28 Instrumentation**

The PMC shall make full use of the Historian and available instrumentation to collect key performance in form action. Proponents must provide the list and periodicity of key performance data collected at similar plants under their operation. Additionally, each Proponent must provide what analyses are performed using this information. Hourly readings are not sufficient to fulfill this requirement. Proponents must ensure that all instruments that can be made capable of electronic download and storage are made capable of this function. All performance information must be made available to GPA for independent analysis. If required, the PMC must provide any software, equipment, and training to Authority staff to access, manipulate and analyze this information.

All key performance information shall be archived appropriately in electronic form.

**3.29 Power Supply for Start-Up**

GPA will provide all power for Start-up and outage related activities.

**3.30 Outage Planning and Optimized Outage Scheduling**

The PMC will coordinate the scheduling of all its outage requirements through the Manager of Generation who will, in turn, coordinate with the GPA Power System Control Center (PSCC). System demand will primarily dictate the optimal dates for scheduling outages. Major outage schedules must be established between GPA and the PMC and planned far enough in advance that they will support quality outage planning efforts as described elsewhere.

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

The PMC should coordinate with GPA in documenting the details of the outage and determining the effects to EAF and EFOR, for application in evaluations.

The PMC will manage outages to the mutually agreed upon schedule, and is responsible for informing the Manager of Generation or his designee, and other divisions affected by the outage planned, for any changes in the outage schedule. Should this occur, the PMC shall use its best efforts to work towards adhering to the originally agreed to schedule.

The outage schedule shall be provided by the Manger of Generation and his designee to other GPA divisions (such as PSCC, SPORD and Finance) for dispatching, fuel consumption forecasting, and such other analysis that requires plant outage schedule information. The schedule must account for planned and actual performance, as well as details for cases wherein planned outages deviated from original schedule.

**3.31 Root-Cause Analysis and Critical Path Management**

The PMC shall be primarily responsible for root cause analysis and critical path management for all planned and unplanned outages.

**3.32 Facility Maintenance and Improvement**

The PMC is responsible for the maintenance and improvement of all facilities within its physical boundary. Including, but not limited to the upkeep of property grounds, housekeeping services, and janitorial services. The maintenance and improvement shall be in a manner that is acceptable and satisfactory to GPA. Facility maintenance and improvement will be evaluated regularly and shall be included in the evaluation of PMC performance.

GPA and the PMC shall establish Housekeeping Standards for the Combustion Turbine Plants, and itemize projects to be completed by the PMC. By the end of the third contract year, it is expected that the PMC shall have completed all projects necessary for compliance with the standard, with the exception of projects requiring immediate action. These urgent projects shall be completed within the first six months of contract commencement.

Projects requiring immediate action shall be determined jointly by GPA and the PMC, through an assessment to be done after contract commencement.

The proposed improvements will become the basis for further refinement of the O&M Expense Budget. GPA and PMC representatives will annually determine and negotiate which items GPA will fund for the next fiscal and contract year.

**3.33 Rehabilitation, Capital Improvement, Life Extension Projects**

The PMC is responsible for compiling a list of Capital Improvement Projects to improve or maintain availability and reliability of each unit, comply with regulatory requirements and to

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

align with other resource implementation planning efforts. The list of projects by the PMC shall be updated by the Generation Manager and/or his designee together with the PMC upon contract commencement, and shall be updated monthly or as frequently as projects are required, for the review and approval of GPA. A list of recommended Capital Improvement Projects can be seen in Schedule D.

**3.33.1 Identification and Approval of Projects**

Each capital investment or expenditure recommendation shall be properly documented with the necessary justification and documents supporting projected costs and benefits, as well as other analysis such as feasibility studies, business case analysis, and others.

The PMC will also provide GPA adequate information to develop and maintain various engineering and planning models, as well as for resource, financial and fuel planning.

**3.33.2 Project Management**

The PMC shall accept project management duties for all plant rehabilitation, capital improvement and major O&M projects, and other projects related to life extension, and improvement of reliability, availability, and efficiency. Should the PMC elect to hire a third party to perform this activity, the PMC will be fully responsible for the third party's actions, performance and payment under the PMC's fixed management fee. Payment for such election is not reimbursable by GPA.

**3.33.3 Field Installation**

The PMC bears the responsibility for field installation-type activities of all assigned projects. Should the PMC elect to hire a third party to perform this activity, the PMC will be fully responsible for the PMC's actions, performance and payment.

**3.33.4 Acceptance Testing**

The PMC will be responsible for performing acceptance testing for life extension, reliability, availability, and efficiency projects. Acceptance testing must include a detailed written planning document with structured and non-structured procedures with pass/fail criteria for all important elements of the project. The PMC shall submit electronic and hard copies of the proposed acceptance test document sufficiently in advance of actual testing. The Authority shall provide a timely review and approval of these documents in a reasonable time frame.

**3.34 Performance Testing**

Performance Testing is not required annually. However, GPA reserves the right to conduct performance testing by soliciting the expertise of a third-party Performance Testing contractor. In the event this is required by GPA, full funding shall be the responsibility of

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

GPA Procurement of performance testing services, which will be fully funded by GPA, shall be through GPA's procurement process, or may be requested from the PMC. The PMC and GPA will agree on the testing scope as well as testing schedule, and GPA will select a third-party firm to perform the services prior to contracting these services.

- a. The minimum tests include:
  - i. Fuel oil sampling and testing
  - ii. Net and gross heat rate at minimum, 65%, 75 %, 85% and maximum unit loading using boiler losses and input/output methods under test and normal operating conditions
  - iii. Ramping Rate
  - iv. Lube Oil Consumption
  
- b. All testing must conform to all applicable ANSI and ASME standards. Additionally, this scope must include the identification of any operational issues associated with performance below design specifications. GPA may also request for the following:
  - i. An engineering estimate of the life cycle cost of remediation or upgrade;
  - ii. A planning schedule for implementing each recommendation;
  - iii. An engineering estimate of the benefits for each recommendation;
  - iv. Estimation of life expectancy for each recommendation;
  - v. Expected degradation of benefits over recommendation lifecycle;
  - vi. An engineering estimate of effect on heat rate, FOR/EFOR, AF/EAF and other performance indicators;
  - vii. Categorization of costs as O&M or Capital.
  
- c. GPA shall have full rights to all testing results without modification from the independent third-party contractor.

**3.35 Guam Power Authority Recommended Projects**

GPA shall provide the listing of recommended projects to the PMC. The initial listing will contain activities to be performed over a multi -year time frame. GPA and the PMC shall evaluate the list and mutually agree to the overall priority and scheduling of these activities.

The goals of 1) safety and insurance issues 2) minimization of total cost to GPA, 3) improvement of plant reliability and/or efficiency and 4) effective outage scheduling, shall drive the project activities and their schedule.

**3.36 PMC Procurement Responsibilities**

- a. Operations and Maintenance Procurement Outsourcing

The PMC shall implement procurement methods to ensure cost controls remain within the authorized O&M Spending Budget. The PMC shall allow GPA access to all procurement and cost records. All procurement and cost records and processes are subject to audit by GPA.

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

b. Recommend & Pre-qualify Vendors for Authorization

The PMC shall provide a listing of those vendors who they have experienced solid success with and wish for GPA to invite to bid on upcoming work required by the PMC. This will expand the normally available pool of high quality vendors and ensure these vendors are informed of GPA's intent to bid.

c. Procure Operating & Maintenance Supplies

The PMC will require normal as well as special materials to support the operation and maintenance of the facility. These supplies in most cases will be pre-qualified and approved in the budget process. Those items that are pre-qualified and approved will be processed through the normal PMC directed process. The PMC will obtain the best terms, conditions, pricing, and availability to meet the needs of the power plants and ensure high levels of reliability as well as keep outages to a minimum.

d. Third-Party O&M Outsource Contracts

The PMC may utilize external third-party resources to support the O&M needs of the plant. The PMC will direct the procurement functions as required and utilize whatever third-parties necessary. The PMC will be responsible for payment to these third-parties and shall obtain the best terms, conditions, pricing, and availability to meet the needs of the power plants and ensure high levels of reliability.

e. Create or Improve Procurement Procedures to Expedite Repairs

The PMC shall develop its own internal procurement procedures to support the purchase and acquisition of emergency materials and professional services. The PMC will direct the procurement functions as required and utilize whatever outside resources necessary. The PMC shall be responsible for payment of these outside contractors and obtain the best terms, conditions, pricing, and availability to meet the needs of the power plants and ensure high levels of reliability.

**3.37 Guam Power Authority Procurement Responsibilities**

a. Fuel Procurement and Delivery, Including Quality Assurance

GPA will provide procurement and delivery services of fuel to the PMC for the Combustion Turbine Plants. This service will guarantee the fuel's supply and quality in such a manner that it will not disrupt the normal operation of the plant. Problems with the fuel's quality, if any, shall be well documented and submitted by the PMC to GPA, along with the cost impact and any problems.

GPA will cover all costs associated with the delivery of required fuels, and guarantee



Performance Management Contract  
GPA’s Combustion Turbine Power Plants

uninterrupted fuel delivery.

Fuel analysis conducted by GPA through its contractors will be accepted as the sole authority on all fuel issues.

b. Local Vendors

As requested, GPA will provide a complete listing of all vendors, suppliers and consulting organizations utilized in the past two years, to the PMC for their consideration and use. The listing shall include company name, address, and phone and fax numbers. A summary of the basic services provided will be included in the listing of vendors and any basic rates charged to GPA in the past two years.

GPA will determine and create a listing of those vendors it has authorized and recommends to perform services as well as supply goods for the PMC. This listing shall contain only those vendors who have actually performed work in the past two years and who have achieved good performance ratings.

**3.38 Inventory Management**

a. Maintain Required Spare Parts Inventory

The PMC shall be responsible for the management of the spare parts inventory for the Combustion Turbine Plants. This responsibility requires the PMC to manage and replace all spare parts, materials, parts, components and equipment currently in stock as it is used in the facility. It also requires the PMC to be responsible for the security and proper storage of the spare parts, and for the replacement of any losses. The existing plant inventory listing can be seen in Schedule E.

The PMC shall repair large items removed from stock such as motors, pump assemblies, circuit breakers, etc. to "like-new" condition. The items shall be returned to stock if the repair option is the best option in support of the plant's operation. If the original item is not repairable, then new or "like-new" equipment or parts must be procured by the PMC to replenish the stock items.

The PMC is required to complete Annual Inventory Counts and report the prior year and current year's inventory to GPA, for each contract year. Standards for inventory valuation and item count currently used by GPA may be adopted.

The PMC shall determine whether items in the inventory are active or inactive. The PMC may sell off the inactive items if they have no value to GPA or the power plant, and only after it has secured GPA's agreement to do so. The PMC shall use proceeds of the sale to secure needed items for stock.

The PMC shall take all active inventory items and tie them to the equipment as listed in the

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

CMMS. This activity will assist planners in better matching materials to maintenance requirements  
All inventory at the beginning and end of the contract duration will be the property of the GPA.

b. Recommended Tasks for Inventory Optimization

The PMC shall be responsible for optimizing the inventory for the Combustion Turbine Power Plants through completion of the following tasks:

- Review and provide a recommended list of spare parts and inventory requirements for all systems associated with the Combustion Turbine Plants;
- Determine inventory requirements to ensure continuous rotation, refurbishment, and/or replacement of parts;
- Identify and make necessary adjustments to the existing safety stock levels and ordering schedules;
- Track and account for all inventory proceedings;
- Ensure parts specifications are updated for system upgrades.

c. Quality of Refurbishing of Stock Items after Usage

The PMC shall carefully consider the quality of all refurbishment activities performed on items returned to stock. The quality of repairs often times will not be realized until the component is placed into service. The PMC shall keep a record of any associated warranties and request extended warranties where applicable based on commencement from in-service dates and not delivered dates. All warranties shall be transferred to GPA at the end of the contract period.

d. Account for the Location of Specialized Tools & Assets

The PMC and GPA shall perform an inventory of all tools, non-stock parts, material and equipment assigned to the plant, at the time of turnover of management responsibilities. The PMC will be responsible for the safe use and control of all tools during the contract term. Should additional tools or equipment be required, the PMC may first request to use tools from the Central Maintenance section or other GPA sites. However, GPA is not obligated to supply such tools or equipment if they are needed for other GPA projects. The PMC may be required to secure tools and equipment on its own to support plant operations and maintenance.

e. Inventory Proceedings

GPA and the PMC shall discuss and agree, in writing, on all inventory proceedings.

Prior to any decision not to reorder any stock item, both parties must fully discuss the matter and must agree to such decisions in writing. If both parties mutually agree not to reorder an

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

item, the PMC must still keep detailed records for future usage in the event that the item is required in future years. These records must accompany a copy of the written agreement of both parties. The records must continue to reflect the equipment details in order to support reordering. The PMC shall not remove these items from the inventory master listing. However, the PMC must code these items to reflect the inventory level at zero.

f. Inventory Issuance Process

GPA and the PMC shall discuss and agree, in writing, on the Inventory Issuance Process to be followed.

The current method shall be established as a Baseline Process, and may be adopted or revised upon contract commencement, so long as it is properly discussed and approved by GPA and the PMC.

g. Guam Power Authority Inventory Responsibilities

GPA shall inventory all tools, equipment and vehicles, and develop a master inventory listing prior to the arrival of the PMC. GPA shall continue to provide warehouse supervision as currently being provided.

**4.0 Communications and Reporting**

**4.1 PMC Reporting Requirements**

The PMC is responsible for providing regular reports including but not limited to the following:

- a. Operations and Maintenance activities - scheduled and actual completed activities
- b. Project Management
- c. Plant Operational Costs including but not limited to providing a model for operational costs in the following forms:
  - i. Fixed Management Fee
  - ii. O&M Expenses (Fixed Fee+ Variable Cost)
  - iii. Expenses for maintenance of Facilities
  - iv. Expenses for Training
  - v. Expenses for Life Extension, Rehabilitation, CIP and Major Projects
- d. Performance Measurements Report
- e. Environmental Compliance Report
- f. Inventory Status Report
- g. Any other report as required in this section and in the other sections of this bid document
- h. Any other report as required by GPA, including:
  - i. Data for Island Wide Power System (IWPS) Report
  - ii. Daily Production Data and Generation Loading Reports
  - iii. Key Performance Indicators (Daily, Weekly, Monthly and Annually)

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

**4.2 Auditable Reporting of Performance Measurements**

The PMC shall provide comprehensive weekly and monthly reporting of actual historical measurements for all performance measures as well as information on fuel deliveries and consumption. The report shall include detailed explanations of any violations of minimum guaranteed performance and requirements.

The daily, weekly and monthly reports of Performance Metrics shall include, but are not limited to:

- a. EAF, EFOR, Forced Outage Hours, EPDH, EUDH
- b. Details of Outages
- c. Gross, Station and Net Generation
- d. Fuel Consumption (HSFO, LSFO, DSL)
- e. Lubricants Consumption
- f. Gross and Net Heat Rate
- g. Gross and Net Efficiency (KWH/gal)
- h. Heating Value (daily and monthly)
- i. Capacity Factor (daily and monthly)
- j. Off-Spec Conditions and Variance Reporting

The PMC shall provide the power system operators with the minimum and maximum unit commitment capabilities for the next 24 hours every day at midnight. The PMC shall provide detailed explanations of any inability to meet desired operational levels - e.g. partial forced or scheduled capacity derations.

**4.3 Weekly and Monthly Project Status**

The PMC shall provide monthly project status reports during the planning stage and weekly project status reports during the actual project implementation until the completion of the project. A report confirming that the purpose or objectives of the projects are met, and the benefits or savings are realized (when applicable) shall be provided for GPA's review.

**4.4 Monthly Expenditures**

The PMC shall provide summaries of compliance/non-compliance regarding monthly expenditures. The accounting and reporting of these monthly expenditures shall conform to generally accepted accounting standards. Proper justifications and documentation, especially for overtime expenses and spending above budget, for each expenditure shall also be provided.

**4.5 Incentive/Penalty Calculations**

The PMC shall provide annual reports with detailed calculations of incentive/penalty

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

payments for the following performance measures for GPA's review and approval:

- Availability
- Heat Rate

The PMC shall also provide annual reports on the detailed calculations of EFOR for inclusion in the Performance Evaluation.

**4.6 Personnel Performance Reviews**

The PMC shall provide regular personnel performance reviews as required by standard GPA rules and regulations. The PMC shall coordinate these regular reviews with the GPA Human Resources Division.

The PMC shall document and archive all evidence supporting all recommendations for disciplinary action against GPA personnel under their purview as required by standard GPA rules and regulations.

**4.7 Annual and Monthly Inventory Management Reports**

The PMC shall conduct an annual spare parts inventory and report on inventory values and variances in accordance with generally accepted accounting standards. Coordinate the annual inventory with GPA Accounting. The Previous Year and Current Year's inventory valuations shall be included in this report. The annual inventory report shall also include all Inventory Proceedings, Inventory Optimization activities, accounting of Tools & Assets, and annual inventory valuation.

The PMC shall also provide GPA with a monthly report which shall include at a minimum the following data:

- Inventory In Stock (item, quantity, cost breakdown)
- Safety Stock Status (Below Safety Stock, Not-In-Stock, On Order, etc.)
- Inventory Status (fast-moving items, slow-moving items, non-moving items, etc.)
- Updated List of Critical Parts and Inventory

**4.8 Other PMC Compliance Responsibilities**

The PMC shall comply with the following requirements and responsibilities:

- a. Comply with Annual Quality Audit within Plant - The PMC shall comply with all GPA or authorized third party quality audits.
- b. Use of English & Other US Standards - All communications, correspondence, reports, engineering calculations and drawings, O&M records, documentation and other forms of verbal, electronic and written communications shall be in the English language and other US standard units of measure, forms, and formats.
- c. Use of Compatible Software and Electronic Formats - All communications,

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

correspondence, reports, engineering calculations and drawings, O&M records, documentation and other forms of electronic and written communications shall conform to formats used by the following software:

- AutoCAD;
- Microsoft Word;
- Microsoft Excel;
- Microsoft Front Page;
- Microsoft Power Point;
- Microsoft Project.

d. Availability/Outage Definition Standards - The PMC shall calculate all availability and outage performance measurements in accordance with NERC GADS definition s.

e. Identify Optimum Requirements for the Plant - The PMC shall identify all requirements to optimize or maintain the plant performance by the beginning of the 3rd contract year. These requirements shall be considered as starting negotiation points between GPA and the PMC, should GPA elect to exercise the optional contract extension. GPA and the PMC may renegotiate fees, projects, and contract structure upon mutual agreement. Otherwise, both parties may agree to keep the existing contract structure. The optimal requirements to be identified by the PMC shall include, but not limited to, the following:

- PMC Fixed Management Fees
- O&M Spending Budget
- PIP Requirements
- Training Requirements
- PMC Staff Requirements
- Staff Requirements
- Technical and Functional requirements.

**4.9 Guam Power Authority Reporting Responsibilities**

a. Monthly Review of Reported Performance Measurements

GPA or a mutually acceptable third party will verify the PMC's actual performance and the PMC's adherence to best practices in order to assure long-term plant viability. Thus, GPA or a third party shall critically review, in cooperation with the PMC, the PMC's reported measured performance in order to reach agreement on the actual level of achieved performance improvement. Discovered variances may trigger compensation dispute procedures or, in an extreme case, contract termination procedures.

b. Compensation - External Influences

GPA shall monitor, record, and report the observed measurements of all external variables that are used in the determination of PMC compensation. GPA and the PMC shall identify these external variables.

Performance Management Contract  
GPA’s Combustion Turbine Power Plants

c. Incentive/Penalty Calculations Review

GPA will review and verify the PMC's calculations of incentive/penalty payments. GPA and the PMC shall, in their best efforts, reach an agreement on the actual incentive penalty payments. Discovered variances may trigger compensation dispute procedures or, in an extreme case, contract termination procedures. GPA shall also provide the Fuel Cost to be used for heat rate incentive/penalty calculations.

**5.0 Contract Terms and Contract Fees**

**5.1 Contract Term**

GPA intends for this contract to be a five-year contract with options to extend as follows:

- One three-year term
- Two 1-year terms

**5.2 Proposed Fixed Management Fees**

A portion of the PMC's compensation may be in the form of fixed monthly management fees. The PMC may propose either a constant fee for the life of the contract, or an escalating fee. Front-end loaded fees are expressly prohibited.

Services to be provided under the Fixed Management Fee include:

- On-site Technical and Management Services
- Office Space (if not available on-site)
- Office expenses
- Engineering Services for CIP development & feasibility studies
- Plant Engineering and Technical Services
- Procurement of OEM and Non-OEM Support
- Other services specified to be under the Fixed Management Fee as specified in other parts of this bid document.

**5.3 Proposed O&M Spending Budget**

The PMC shall propose an O&M Spending Budget, based on the object codes specified in this bid document for each contract year. Compensation for O&M Spending will be made on a reimbursable basis not to exceed the proposed Annual O&M Spending Budget. Cost- plus reimbursement is not allowed.

**5.4 GPA Contract Fee Responsibilities**

GPA shall provide prompt payments to the PMC for costs and services rendered in accordance with the Contract. Said payment shall be made within thirty (30) days of being invoiced. Should part of the invoice be challenged, GPA will at a minimum pay the unchallenged portions of the invoice under the same terms. Should GPA fail to make any



Performance Management Contract  
GPA’s Combustion Turbine Power Plants

payments due to the PMC under the Contract, GPA shall pay interest to the PMC in accordance with the provisions of the Prompt Payment Act, 5 GCA Sections 22502- 22507.

**5.5 Payment Milestones and Schedule**

Payment milestones have been selected to clearly identify the actual status of the portion of the Work completed rather than anticipated project progress schedules. Payments will be based on actual completion of each milestone event, where applicable, and not on the scheduled completion date. When a change in the Agreement is approved, the total contract price will be altered to the new total, and the remaining milestone payments will be adjusted.

Milestones shall not be scheduled more frequently than once every month. GPA will not approve a milestone payment until all preceding milestones have been approved. GPA will make payments within thirty days from receipt and approval of the invoice for the completed milestone.

The payment milestones for monies due to the CONTRACTOR from GPA are as follows:

- Fixed Monthly Management Fees;
- Reimbursement Payments for Operations and Maintenance related expenditures as agreed to and scheduled between GPA and the CONTRACTOR.
- Reimbursement Payments for Life Extension projects, or projects ensuring compliance with availability, efficiency and reliability standards, as agreed to and scheduled between GPA and the CONTRACTOR.
- Incentive Compensation Payments due to CONTRACTOR's performance above the minimum performance guarantees, as agreed upon in Sections 7 and 8 for the following:
  - Availability
  - Heat Rate
  - Continuous Improvement in Efficiency

The payment milestones for monies due to GPA from the CONTRACTOR are as follows: o  
Penalty Compensation Payments due to CONTRACTOR's failure to meet its minimum performance guarantees, as agreed upon in Sections 4.4 and 4.5 for the following:

- Capacity
- Availability
- Heat Rate

**1.0 Form of Contract**

**The DRAFT CONTRACT attached in the section that follows is the Form of Contract GPA intends to enter into with the CONTRACTOR. Any questions, clarifications, corrections or changes should be sent by the BIDDER to GPA prior to the deadline for proposals so it can be addressed by GPA prior to Proposal Evaluations.**

**Exceptions and major changes to the contract shall not be accepted upon award and Contract Finalization.**

**PERFORMANCE MANAGEMENT CONTRACT  
FOR THE GUAM POWER AUTHORITY  
Combustion Turbine Power Plants  
Performance Management Contract**

**between**

**GUAM POWER AUTHORITY**

**and**



6/2/2025

**(CONTRACTOR)**



6/4/2025

**OCT 2025**

TABLE OF CONTENTS

Section	Description	Page Number
	PERFORMANCE MANAGEMENT CONTRACT .....	4
	RECITALS.....	4
	SECTION 1 – DEFINITION OF TERMS.....	5
	SECTION 2 – PURPOSE AND SCOPE OF SERVICES .....	9
	SECTION 3 – CONDITIONS PRECEDENT .....	10
	SECTION 4 – CONTRACT DOCUMENTS.....	11
	SECTION 5 – CONTRACT TERM.....	12
	SECTION 6 – OPERATION OF THE COMBUSTION TURBINE UNITS.....	12
	SECTION 7 – PERSONNEL MANAGEMENT – UTILIZATION OF GPA EMPLOYEES.....	17
	SECTION 8 – SUPPLY OF FUEL .....	21
	SECTION 9 – DUTIES AND RESPONSIBILITIES OF GPA .....	21
	SECTION 10 – COMPENSATION FOR SERVICES.....	22
	SECTION 11 – TERMINATION .....	24
	SECTION 12 – RELATIONSHIP OF THE PARTIES .....	30
	SECTION 13 – OWNERSHIP OF INFORMATION, DATA AND DOCUMENTS.....	32
	SECTION 14 – CONFIDENTIAL AND TRADE SECRET INFORMATION .....	32
	SECTION 15 – ACCESS TO RECORDS AND OTHER REVIEW .....	33
	SECTION 16 – INSURANCE .....	33
	SECTION 17 – INDEMNITY .....	37
	SECTION 18 – FORCE MAJEURE .....	38
	SECTION 19 – WARRANTY .....	39
	SECTION 20 – TESTS AND INSPECTIONS .....	40
	SECTION 21 – DEFECTS IN GOODS AND SERVICES .....	40
	SECTION 22 – CHANGES .....	41
	SECTION 23 – SUCCESSORS AND ASSIGNMENTS .....	42
	SECTION 24 – REPRESENTATIVES OF GPA.....	43
	SECTION 25 – PERFORMANCE BOND .....	43
	SECTION 26 – DISPUTE RESOLUTION.....	43
	SECTION 27 – MISCELLANEOUS.....	45

2025

PERFORMANCE MANAGEMENT CONTRACT

This Performance Management Contract (“PMC”) is made and entered into on \_\_\_\_\_, 2025 by and between:

Contractor, (Name of Organization), (type of organization), duly organized and existing under the laws of \_\_\_\_\_ and licensed, registered and qualified to do business in Guam with its principal address at \_\_\_\_\_;

-and-

GUAM POWER AUTHORITY, (“GPA”) a Public Corporation with its office located at the Gloria B Nelson Public Service Building, 688 Route 15, Mangilao, Guam, 96913.

RECITALS

WHEREAS, GPA desires to ensure the reliability and availability of the CT Power Plants in order to meet capacity requirements at least until the new Ukudu Power Plant is commissioned and actively operating; and

WHEREAS, the Consolidated Commission on Utilities has determined that a PMC is the preferred option for GPA to ensure continued effective generation outage planning, maintenance, and overall performance of its CT Power Plants; and

WHEREAS, the Guam Public Utilities Commission has, through stipulation, ordered that GPA retain a Contractor for its CT Power Plants; and

WHEREAS, GPA seeks to engage the professional services and assistance of Contractor to provide operations, maintenance, and management services, outage planning and scheduling, budgeting, procurement, and such other services as are specified herein; and

WHEREAS, GPA has agreed to supply fuel to the generating power station upon the terms and subject to the conditions hereinafter appearing; and

WHEREAS, Contractor is fully willing to provide, and is capable of providing, the repair and/or replacement of the units, relocation, installation, operation and management, maintenance and repair services set forth in the Invitation for Bid (IFB) and this Agreement in accordance with the terms and conditions thereof.

NOW, THEREFORE, in consideration of the above premises and the mutual promises set forth herein and the terms and conditions hereinafter set forth and for other good and valuable consideration, receipt of which is hereby acknowledged, Contractor and GPA hereby agree as follows:

**SECTION 1 – DEFINITION OF TERMS**

In this Agreement and in the Recitals hereto:

“Approved” , when applied by ENGINEER to Contractor’s drawings or documents, means that the drawings or documents are satisfactory from the standpoint of interfacing with GPA furnished components, and/or that ENGINEER has not observed any statement or feature that appears to deviate from the Specification requirements.

“Approved As Revised” when applied by ENGINEER to Contractor's drawings or documents means that the drawings or documents are approved as defined above as long as the corrections shown and/or revisions are applied. The revisions are required for the proper interfacing with GPA furnished components or are necessary to be in conformance with the Specification's requirements.

“Change Order” means a written instrument to Contractor signed by GPA authorizing an addition, deletion, or revision in the Goods or Special Services, or an adjustment in the purchase order price or the delivery time, issued after the effective date of the Contract Agreement.

“Claim” means any dispute or disagreement brought in accordance with the Guam Procurement Law, 5 GCA §5001 et seq., and the Government Claims Act of Guam, 5 GCA §6101 et seq., and the procedures thereunder.

“Combustion Turbine Power Plants” or “CT Power Plants” means the Dededo CT 1 and CT2 power plant, Macheche CT power plant, Yigo CT power plant and Piti 7 CT power plant, respectively.

“Commencement Date” means the date upon which Contractor assumes operational control of GPA’s CT Power Plants Units.

“Completion Date” means the date indicated as the day the project is completed in the Contract, or the last day of any extension of this Contract.

“Contractor” means the Contractor with whom GPA has entered into the Contract Agreement.

“Contract Agreement” or “Contract” or “Agreement” means the written agreement between GPA and Contractor covering the furnishing of the Goods, Special Services, and other services in connection therewith, evidencing what is contemplated and agreed to between the parties, including any other Contract Documents either attached to the Agreement or made a part thereof by reference therein.

“Contract Documents” means the Contract Agreement, Bonds (where required), these General Conditions, any Supplementary Conditions, the Specifications, the Drawings and any other documents specifically identified in the Contract Agreement, together with all Modifications issued after execution of the Contract Agreement.

“Day” means a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

“Dededo CT Units” means the Dededo CT Units consisting of two (2) 22-megawatt generator units. Comprehensive information concerning the plant's design, historical performance, operation, maintenance activities, future maintenance, capital requirements and condition assessment is fully set forth in Schedule F of this Contract.

“Defective” means an adjective, which when modifying the words Goods or Special Services, refers to Goods or Special Services which are unsatisfactory, faulty, deficient, do not conform to the Contract Documents, or do not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

“Delivery Time” means the total number of days or the dates stated in the Agreement for furnishing the Goods and/or Special Services.

“Deliverable Work Product” means such reports, products, or services that Contractor is required to provide to GPA in accordance with this Contract, and such other work product as may be specified in the IFB.

“Drawings” means all official drawings approved by the ENGINEER and showing the character and scope of the Goods to be furnished.

“Effective Date of the Contract Agreement” means the date indicated in the Agreement on which it becomes effective, or if no such date is indicated, the date by which the Contract is signed by both parties.

“ENGINEER” or “ENGINEERS” means GPA's engineer duly appointed as “ENGINEER”. GPA shall assign several ENGINEERS as required to cover specialized areas of expertise.

“ENGINEER’s Instructions” means written instructions issued by ENGINEER which clarify or interpret the Contract Documents or order minor changes or alterations in the Goods or Special Services to be furnished but which do not involve a change in the Purchase Price or the Delivery Time.

“Equivalent Availability” is as defined in the North American Electric Reliability Corporation (NERC) standards.

“Final Payment” means the last payment made by GPA to Contractor after delivery and acceptance of all Services as herein specified and performed under this Agreement. For purposes of said term refers to the date upon which GPA made the final or last payment due to Contractor for a specific good, performance item, work task or service, and not the last payment made by GPA to



Contractor arising from the Contract.

“Force Majeure” means those events or acts specified in Section 18 – FORCE MAJEURE of this Contract.

“Forced Outage” is as defined in the NERC standards.

“FTE” means “Full Time Equivalent Employee,” or the availability of one full time employee for no less than two thousand and eighty work hours in one calendar year.

“Fuel” means the Distillate Fuel delivered by GPA that has the fuel specifications described in Schedule G of the IFB.

“Fuel Specifications” means the specifications as to the quality and method of storage, supply and delivery of the fuel for CT Power Plants as described in Schedule G of the IFB.

“Fuel Supply Procedures” means the procedures and parameters for the supply and delivery of fuel by GPA as described in Schedule G of the IFB.

“General Manager” means the General Manager and Chief Executive Officer of GPA. The office and title of General Manager shall apply to any person acting in a regular or in an acting capacity as the Chief Executive Officer of GPA.

“Goods” means all property required to be furnished by Contractor under the procurement documents.

“Guam Power Authority” means that public corporation of the Government of Guam or its successors, which has statutory authority to operate and maintain public power on Guam.

“Heat Rate” means the ratio of the amount of heat energy required to produce a given amount of electrical energy.

“Insurance” has the meaning specified in SECTION 16 – INSURANCE of this Contract.

“Macheche CT” or “Macheche CT Unit” means the Macheche CT Unit consisting of one (1) 22-megawatt generator unit. Comprehensive information concerning the plant's design, historical performance, operation, maintenance activities, future maintenance, capital requirements and condition assessment is fully set forth in Schedule F of this Contract.

“Modification” means a written amendment of the Contract signed by both parties, or Change Order, or ENGINEER's Instructions.

“Month” means the period beginning the first day of the calendar month.

“O&M Spending” means spending for certain categories of operations and maintenance expenditures directly impacting GPA’s total O&M costs. Such expenditures need to be optimally

controlled by the Contractor in order to maximize the total benefit to GPA and its customers.

“Operation & Maintenance Contract” means this Contract for the management, operation, and maintenance of the CT Power Plants.

“GPA” means the Guam Power Authority, a Public Corporation.

“Performance Bond” means that Performance Bond or guarantee of a financial institution or similar security acceptable to GPA in the amount as specified in the IFB. Provision of such Performance Bond by the Contractor is a condition precedent to the formation and execution of this Contract, and failure by the Contractor to furnish a Performance Bond at the time specified and in the manner provided, or to maintain such Performance Bond in full effect during the term of this Contract, is grounds for cancellation of the Contract.

“Planned Outage” means an outage scheduled by Contractor and GPA as defined in the NERC standards.

“Piti 7” or “TEMES 7 Power Plant” means the power plant consisting of one (1) 40-megawatt generator unit. Comprehensive information concerning the plant's design, historical performance, operation, maintenance activities, future maintenance, capital requirements and condition assessment is fully set forth in Schedule F of this Contract.

“Point of Delivery” means the place at which property interest in the goods passes to GPA and is CIF landed at job-site, Guam, unloaded.

“Power Stations” means the Combustion Turbine Units: Dededo CT 1 and CT 2, Macheche CT, Yigo CT and Piti 7 (TEMES 7).

“Procurement Officer” means the General Manager of GPA or the General Manager’s designee.

“Project” means the CT Power Plants, facilities, or works that the Goods and Services are to be used for or incorporated into.

“Project Scope” means the scope of the supply of work of the contractor in connection with the Project.

“Qualified GPA Employee” means an employee who on and after the Commencement Date: (1) GPA certifies is in compliance with GPA's Drug Free Workplace Policy; (2) by reason of education, training and/or experience, possesses the requisite qualifications for and capability to perform, as established by the Civil Service Commission, the duties and responsibilities of the position to which the employee is to be assigned; (3) has had satisfactory performance reviews within GPA; (4) if assigned

by GPA to the CT Power Plants, performs in a manner satisfactory to Contractor.

“Scope of Services” means those services set forth in Section 2 of this Contract and as indicated in the IFB hereto, a copy of which is attached hereto and incorporated herein by reference.

“Site” means the area where the Project is to be executed. In this case, the Site is the CT Power Plants.

“Special Services” means services to be furnished by Contractor at the CT Power Plants as required by the Contract Agreement.

“Termination Date” means the date the Contract ends or is terminated due to provisions given in the Contract for both parties.

“Yigo CT” or “Yigo CT Unit” means the Yigo CT Unit consisting of one (1) 22-megawatt generator unit. Comprehensive information concerning the plant's design, historical performance, operation, maintenance activities, future maintenance, capital requirements and condition assessment is fully set forth in Schedule F of this Contract.

**SECTION 2 – PURPOSE AND SCOPE OF SERVICES**

2.1 Purpose. GPA hereby retains Contractor to manage, operate and maintain the Combustion Turbine (CT) Power Plants. By awarding the Contract, the goal of GPA is to improve the efficiency, reliability, operations, and maintenance of the CT Power Plants.

- 2.2 The Scope of Services to be Rendered. Contractor shall be responsible for the following:
- 1) Management, operation, and maintenance of the Combustion Turbine Power Plants;
  - 2) Accomplishment of the life extension projects as well as projects ensuring the units meet or maintain availability, reliability and efficiency standards;
  - 3) Supervision of plant staff;
  - 4) Meeting specified performance standards objectives including but not limited to capacity, availability and efficiency;
  - 5) Meeting all environmental compliance rules and regulations;
  - 6) Procurement, inventory control and management;
  - 7) Other responsibilities and duties as cited in the IFB; and
  - 8) Services and deliverables as set forth in the IFB.

2.3 Key Performance Indicators. Contractor shall utilize best operation and maintenance

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practices, training and management techniques to accomplish key performance indicators for the CT Power Plants including:

- 1) Equivalent availability;
- 2) Relative heat rate;
- 3) Emission Guarantees; and
- 4) Other Performance Indicators as may be requested by GPA.

**SECTION 3 – CONDITIONS PRECEDENT**

3.1 Contractor’s Submittals. Contractor shall supply the following to GPA, each in form and substance satisfactory to GPA unless such condition precedent is waived by GPA:

- 1) Copies of resolutions adopted by Contractor’s Board of Directors authorizing the execution, delivery and performance by Contractor of this Agreement certified by the company secretary of Contractor in a manner satisfactory to GPA;
- 2) A performance bond as specified in SECTION 25 – PERFORMANCE BOND of the Contract;
- 3) A copy of the Articles of the Incorporation of Contractor, certified by the company secretary in a manner satisfactory to GPA;
- 4) A copy of Contractor’s license to do business in Guam; and
- 5) A legal opinion of Contractor’s legal counsel in form and substance the equivalent of GPA’s general counsel opinion.

3.2 GPA’s Submittals. GPA shall supply the following to Contractor, each in form and substance satisfactory to Contractor unless such condition precedent is waived by Contractor:

- 1) Copies of resolutions adopted by the Consolidated Commission on Utilities authorizing the execution, delivery and performance by GPA of this Agreement, each certified by the corporate secretary of GPA in a manner satisfactory to Contractor; and
- 2) A legal opinion of GPA’s Staff Attorney concerning its corporate authority.

3.3 Insurance. Contractor shall obtain all insurance specified in SECTION 16 – INSURANCE of this Agreement.

SECTION 4 – CONTRACT DOCUMENTS

4.1 Documents Included. It is mutually agreed that the following lists of documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidence and constitute the contract between the parties hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- 1) IFB GPA-XXX-25;
- 2) Amendments to IFB GPA-XXX-25;
- 3) This Operation & Maintenance Contract;
- 4) The Performance Bond;
- 5) Affidavit of Disclosure of Ownership;
- 6) Audited financial information of Contractor’s firm and all subcontractors that will be used in the Performance Management of CT Power Plants;
- 7) Certificate of Good Standing to conduct business in jurisdiction of residence;
- 8) Non-Collusion Affidavit;
- 9) Ethical Standards Affidavit;
- 10) No Gratuities or Kickbacks Affidavit;
- 11) Declaration re Compliance with US DOL Wage Determination;
- 12) Restriction Against Sex Offenders Employed By Service Providers to Government of Guam from Working on Government of Guam Property; and
- 13) Contingent Fee Form.

4.2 Discrepancies. In the case of discrepancies or conflicts between the above-referenced contract documents, this Agreement shall take precedence over IFB GPA-XXX-25, and Contractor’s proposal submitted in response to the IFB. In case of any discrepancies or conflicts between the Amendments to IFB GPA-XXX-25 and GPA-XXX-25, the Amendments to IFB GPA-XXX-25 shall take precedence. Should Contractor believe that there is any discrepancy or inconsistency between this Agreement and the other Contract Documents, Contractor shall bring such discrepancy to the attention of the General Manager before proceeding with the work affected thereby.

4.3 Presumption of Familiarity. It will be conclusively presumed that Contractor has read, examined, and agreed to each and every term, condition, provision, covenant or agreement contained within each and every Contract Document. Contractor is assumed to be familiar with all federal (U.S.)

and local Guam laws, ordinances, rules and regulations that in any manner affect the work. Ignorance of law on the part of Contractor will not relieve Contractor from responsibility.

**SECTION 5 – CONTRACT TERM**

5.1 Term. The term of this Operation & Maintenance Contract shall be for a five-year period commencing on or about January 2026 and terminating on January 2031. The contractual obligation of GPA and Contractor is subject to the availability of funds.

5.2 Extension. Prior to the expiration of the five-year contract term, GPA may, at its election, extend the contract for up to three (3) years with three (3) additional one-year (1-year) terms. If the Agreement is to be renewed, then the parties shall meet and discuss the new terms and conditions of the Agreement six months before the Termination Date.

5.3 Notice of Extension. GPA shall notify Contractor in writing of its intent to extend the contract no later than six months before the current Completion Date.

5.4 Negotiation. GPA and the Contractor shall negotiate the contract extension terms based on the optimum requirements for the CT Power Plants. These requirements shall be considered as starting points between GPA and the Contractor, should GPA elect to exercise the optional contract extension. Final confirmation by mutual agreement between GPA and the Contractor for contract extension shall be given after completion of negotiation no later than six months before the Termination Date. However, GPA may elect to reverse its decision without penalty at any time within six months of the end of the contract period based on poor Contractor performance during this period.

5.5 Additional Services. Contract shall include options for the Contractor to provide additional PMC services to other similar power plants owned and/or operated by GPA, such as, but not limited to, the following Diesel plants: Tenjo Vista Diesel Power Plant, Talofofo Diesel Power Plant, and Manenggon Diesel Power Plant. The terms and pricing of the additional services shall be negotiated between GPA and the Contractor, and summarized in an amendment to this Agreement.

**SECTION 6 – OPERATION OF THE COMBUSTION TURBINE UNITS**

6.1 Contractor’s Responsibility. Contractor shall assume full responsibility for the management, operation, maintenance and repair of the CT Power Plants, including all regularly scheduled preventative or remedial maintenance and any maintenance required due to a CT Power Plants forced outage. Contractor shall perform its duties, to the extent permitted by Guam law, to keep the CT Power Plants in good working order.

GPA-XXX-XXX

6.2 Procure OEM and Non-OEM Support as Required. Contractor shall be responsible for procuring all OEM and non-OEM assistance required to support the daily operation and maintenance of the CT Power Plants.

6.3 Management of the O&M Budget. GPA shall approve the operations and maintenance budget for the CT Power Plants as proposed by Contractor. The budget shall be finalized in writing and approved with execution of this Contract. Contractor shall furnish all agreed upon and required equipment, materials and supplies, and services, keeping within this budget. GPA shall reimburse Contractor for such expenditures to which GPA has given prior written approval. In addition, GPA reserves the right to audit Contractor, using its own staff or outside resources, to ensure that Contractor has implemented adequate cost controls.

Contractor shall develop, monitor and manage the annual CT Power Plants budget. The budget shall not be implemented without the written approval of GPA. In planning the budget, the Contractor will develop a process of justifying activities, personnel, materials and supplies, etc. in support of CT Power Plants mission critical objectives.

6.4 Management Responsibility for CT Power Plants Personnel. Contractor shall provide, to the extent permitted by Guam Law, management and supervision of the staff in the day-to-day performance of its duties in accordance with Contract requirements. The Contractor shall comply with all responsibilities for the management of personnel as required in IFB GPA-XXX-25.

6.5 Contractor Staffing Level. Contractor shall provide all services hereunder as an independent contractor. For the duration of the PMC, Contractor shall have a sufficient number of FTE (Full Time Equivalent employees) physically present and available to ensure that the required services are performed. The number of physically present FTE’s on Site at any particular time during the contract period may be more or less, depending on the operational status of the CT Power Plants. GPA may, at its discretion, request that any employee proffered by Contractor be replaced in the event that GPA believes that such employee lacks the requisite experience or expertise. Contractor will engage personnel with such expertise as is necessary to perform the services required hereunder.

6.6 Employee Positions. The Contractor will provide appropriate staffing levels of employees, including:

- 1) (to be identified in the bid)
- 2)
- 3)



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6.7 Hiring of Personnel Contractors and Subcontractors. Contractor may provide, upon prior written consent of GPA, experienced personnel, contractors, and subcontractors, if required during the performance of the services hereunder. The personnel, contractors or subcontractors shall be under Contractor's sole and exclusive direction and control. Contractor shall remain, at all times, an independent contractor and shall be responsible for and shall promptly pay all federal, state and local taxes chargeable or assessed with respect to Contractor's personnel, contractors or subcontractors, including, but not limited to, social security, unemployment, federal and state and local withholding, and other taxes. Contractor shall also be responsible for and pay all compensation and/or any reimbursements due to personnel, contractors, and subcontractors, and no additional amounts shall be due from GPA.

The Contractor may, at any time, in consultation with GPA, have Contractor employees or consultants perform functions, duties, and responsibilities at the CT Power Plants as Contractor determines in accordance with the scope of this contract. Reimbursement for salaries and benefits shall be based on rates approved by GPA. Reimbursement shall only be for the period the Contractor's hired employees/consultants are employed and performing work up to the termination date of their employment/contract with Contractor.

6.8 Provision of Listing of Personnel/Contractors/Subcontractors. Contractor shall provide GPA with a listing of the name and address of all personnel, contractors or subcontractors, utilized by it for this project within seven (7) days of the hiring or engagement by the Contractor of such personnel, contractor or subcontractor. These listings shall be subject to GPA approval under the terms stated above.

6.9 Training. For the duration of this Contract and any extension thereof, the Contractor will be responsible for all training and associated costs necessary to perform contract obligations and adhere to regulatory requirements such as OSHA or GOSHA.

6.10 Operations. Contractor shall perform and manage all responsibilities and activities pertaining to the Operation of the CT Power Plants, including all obligations specified under IFB GPA-XXX-25.

6.11 Environmental Compliance. The Contractor shall operate the CT Power Plants in compliance with all environmental and other federal and local laws and regulations of this Agreement, including requirements of the U.S. Environmental Protection Agency (USEPA) and Guam Environmental Protection Agency (GEPA) and shall comply with any changes in such laws, regulations

and permits and with any new laws and regulations.

6.12 Maintenance. Contractor shall perform and manage all responsibilities and activities pertaining to the Maintenance of the CT Power Plants, including all obligations specified under IFB GPA-XXX-25.

6.13 Specialized Technical and Engineering Support. Contractor shall provide ongoing technical and engineering services to plan major outages, prepare budgetary estimates for major outages, outline project critical tasks and assist in defining reasonable or realistic schedules for completion. In addition, Contractor will:

- 1) Utilize the GPA Computerized Maintenance and Management System (CMMS) to track repairs, preventive maintenance history, materials and labor costs, etc.;
- 2) Ensure that all major outages are planned well in advance and are executed to meet projected budgets, timelines, and all technical specifications of the work;
- 3) Provide effective methods to help manage all major overhauls in specific target areas;
- 4) Provide engineering expertise to evaluate cost effective alternative solutions whenever generation components show greater wear and tear than expected during the outage planning study;
- 5) Assist in developing detailed condition assessment inspections to provide valuable data in planning a major outage for a specific targeted CT Power Plant; and
- 6) The Contractor shall evaluate, monitor and provide recommendations on CT Power Plants operating procedures, employee skill gaps and any other resources (such as reference technical drawings, service manuals, or other tools) that are helpful in the efficient operation of Diesel Units.

6.14 Engineering and Technical Services. Contractor shall provide CT Power Plants engineering and technical services for:

- 1) Critical repairs;
- 2) Major maintenance projects;
- 3) Other repairs, projects activities or technical tasks necessary to maintain reliability, availability, efficiency;

- 4) Comply with regulatory requirements;
- 5) Align with resource implementation planning efforts; and
- 6) Support GPA in other initiatives or projects.

6.15 Procurement Authority. In pursuance of its obligations to furnish equipment, materials, supplies and services as agreed by GPA, in maintaining and repairing the CT Power Plants, Contractor shall have the authority to:

- 1) Enter into contracts for the supply of materials and services, including contracts with GPA;
- 2) Appoint and remove consultants and professional advisers;
- 3) Purchase replacement parts and equipment; and
- 4) Perform other obligations as specified in IFB GPA-XXX-25 regarding procurement and outsourcing.

6.16 Inventory Management. Contractor shall be responsible for the management of CT Power Plants inventory, and will perform all obligations related to CT Power Plants including, but not limited to:

- 1) Maintaining required spare parts inventory;
- 2) Recommending tasks for inventory optimization;
- 3) Accounting for specialized tools and assets;
- 4) Inventory management reporting; and
- 5) Performing other obligations as specified in IFB GPA-XXX-25.

6.17 Regulatory Reporting. Contractor shall undertake those communications and reporting requirements for emissions to USEPA and GEPA, and shall provide said reports to GPA to document continued compliance for all contract years.

6.18 Designated Representative. Contractor shall designate an employee as its primary contact for GPA with regard to the services provided hereunder. Contractor shall ensure that this person is reasonably available to GPA management in person during working hours for the term of this contract. If this employee changes roles, is promoted, or is no longer located in Guam or employed by the Contractor, the Contractor shall appoint another employee in a timely manner to communicate with GPA on all matters.

6.19 Compliance with Law. Contractor shall comply, and secure compliance by its subcontractors, with all applicable laws or regulations in connection with the Goods and Special

Services furnished hereunder. This includes the securing of any business or other licensing, certifications, or permits required.

If Contractor discovers any variance between the provisions of applicable laws and regulations and the drawings, specifications, and other technical data furnished by GPA, Contractor shall promptly notify GPA in writing thereof and obtain approval of necessary changes from GPA before proceeding with the work affected thereby.

6.20 Full Efforts. Contractor agrees to exercise reasonable business efforts to perform the required duties and responsibilities under this Agreement in accordance with the laws, rules and regulations of the Government of Guam and the United States.

6.21 Accuracy of Work. Contractor shall be responsible for the professional and technical accuracy of all work and materials furnished under this Contract. Contractor shall, without cost to GPA, correct and revise any material errors or deficiencies in its work.

6.22 Business License. Contractor agrees to obtain and keep current a Guam business license, or other licenses required by law, and to provide proof of such license(s) to GPA.

6.23 Performance. GPA’s review, approval, acceptance and payment of fees for services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of Contractor’s failure to perform in accordance with this Contract.

**SECTION 7 – PERSONNEL MANAGEMENT – UTILIZATION OF GPA EMPLOYEES**

7.1 GPA Assignment of Existing Employees. GPA shall, unless otherwise provided for in this Section, on the Commencement Date, assign to the CT Power Plants and shall keep assigned to the CT Power Plants all Qualified GPA Employees assigned to and actually working at the CT Power Plants as of the date first written above. GPA shall make the assignments in such manner and at such time as to ensure that the GPA employees so assigned are present for duty at the CT Power Plants on the Commencement Date at the times at which they are normally present.

7.2 Contractor Utilization of Existing GPA Employees. Contractor shall, unless otherwise provided for in this Section, beginning on the Commencement Date and continuing through the Termination Date, utilize all GPA employees assigned to CT Power Plants.

7.3 General Assignment. All GPA employees assigned by GPA to the CT Power Plants at any time under any provision of this Contract shall be a Qualified GPA Employee.

7.4 Personnel Administration. GPA shall, subject to Sections 7.5 through 7.10, perform all personnel administration functions for GPA employees assigned to the CT Power Plants. GPA shall have access to its employees assigned to the CT Power Plants for the purpose of performing its administrative functions. Personnel administration functions shall include but not be limited to:

- 1) Computation and payment of compensation, with GPA retaining its standard responsibilities for all GPA employee payroll expenses and disbursements;
- 2) Administration of sick leave, maternity leave, paternity leave, annual leave, military leaves of absence and such other programs providing GPA employees authorized absences;
- 3) Recruitment, examination and appointment of new hires;
- 4) Administration of employee benefit plans, health insurance, retirement plans, worker compensation plans, and such other programs for the welfare of GPA employees;
- 5) In-service training programs and such other training programs for which GPA employees are eligible; and
- 6) Such other personnel matters not related to the maintenance, operation, and repair of the CT Power Plants.

7.5 GPA Policies and Procedures. GPA shall take such actions and shall establish, to the extent not already in existence, and implement Departmental policies, procedures, or rules pursuant to appropriate authority, applicable to Contractor and to GPA employees assigned to the CT Power Plants that facilitate and enhance Contractor's ability to efficiently and effectively replace, install, commission, and operate and maintain the CT Power Plants and which, at a minimum, provide for the following:

- 1) In the event that GPA disciplines any GPA employee assigned to the CT Power Plants and imposes the adverse action of suspension (“Disciplined Employee”), GPA shall provide a substitute employee who shall be a Qualified GPA Employee (“Substitute Employee”) for the position then occupied by the Disciplined Employee. The Substitute Employee shall work at the CT Power Plants for the period beginning on the day before the suspension of the Disciplined Employee and continuing through the day after the suspension ends. This requirement for GPA to provide a Substitute Employee also applies to a suspension of an employee during the notice period of the disciplinary

- procedures and when an employee is placed on administrative leave pending adverse action;
- 2) Contractor approval of GPA employee absences for sick leave, maternity leave, paternity leave, family medical leave, annual leave, military leaves of absence and such other programs providing for GPA employee authorized absences. Contractor shall grant approval in accordance with applicable Civil Service Regulations and shall not unreasonably deny employee requests for authorized absence. Contractor disapproval of GPA employee requests for authorized absence shall be based solely upon scheduling needs to ensure the safe and efficient repair, operation, and maintenance of the CT Power Plants;
  - 3) Contractor authority to schedule extended hours, staggered hours, flexible hours and Sunday working hours as Contractor may determine necessary to ensure the safe and efficient refurbishing, operation, and maintenance of the CT Power Plants;
  - 4) Contractor authority to make cash awards to GPA employees using Contractor funds to the extent and in amounts permitted by Guam law. Contractor shall have sole discretion making such cash awards as an incentive for superior work performance or other significant contribution by an individual GPA employee to the safe and efficient repair, operation, and maintenance of the CT Power Plants based upon employee superior performance as evaluated by Contractor;
  - 5) Contractor authority and discretion to counsel or issue written warnings to individual employees for unsatisfactory work performance and violations of work rules, conduct rules, safety procedures, or other conduct Contractor determines to be detrimental to the safe and efficient repair, operation, and maintenance of the CT Power Plants. In its sole discretion, GPA may take disciplinary action, as it deems appropriate. Contractor shall cooperate and assist GPA by providing such witnesses and evidence as GPA may reasonably request to support any disciplinary action. Contractor may request disciplinary action but shall not have authority to initiate or direct disciplinary action against any individual GPA employee; provided, however, that GPA shall use its best efforts to proceed promptly, diligently, and thoroughly to process all requests

- and take such disciplinary action as requested by Contractor if reasonable under the circumstances, including, but not limited to, the immediate suspension of GPA employees during the notice period of GPA's disciplinary procedures, or placing employee on administrative leave pending adverse action, if their continued presence would interfere with the safe and efficient operation of the CT Power Plants or the safety and health of persons or if the suspension was necessary to eliminate the possibility of deliberate damage to equipment, property, or important documents;
- 6) GPA and Contractor, upon request, must provide all information relating to employee activities necessary to the management and GPA employees assigned to the CT Power Plants;
  - 7) Contractor has the authority and responsibility to prepare the official performance appraisals for all GPA employees assigned to the CT Power Plants in accordance with the established GPA Personnel Rules and Regulations and performance evaluation procedures; and
  - 8) Appropriate implementation of Sections 6.2 through 6.12 of this Agreement.

7.6 Contractor CT Power Plants Management. Contractor shall have the authority to establish work rules, assign and direct the work of the GPA work force, make work schedules, establish safety procedures, prescribe training and approve attendance at training, and any other necessary management actions in performing the requirements of this Contract; provided, however, that Contractor shall act in consultation and coordination with GPA on such matters. Contractor shall have the sole discretion in selecting methods and means to accomplish the refurbishing, operation, and maintenance of the CT Power Plants.

7.7 Assignment to Position. The assignment of GPA employees to the CT Power Plants shall be to a specific position within each CT Power Plants Unit.

7.8 No Termination of Assignment Without Contractor Consent. GPA shall not cause the assignment of any Qualified GPA Employee assigned to CT Power Plants to cease without the consent of Contractor and such consent shall not be unreasonably withheld.

7.9 Contractor may, at any time, with prior written approval from GPA, have Contractor employees or consultants perform functions, duties, and responsibilities at the CT Power Plants as Contractor determines in accordance with the responsibilities of the Contractor.



7.10 Contractor shall cooperate with GPA in GPA's personnel administration under Section 6.10 to the extent that Contractor has a role in the supervisory process.

7.11 Contractor Vacancies – Consideration of GPA Employees. When Contractor hires to fill positions at the CT Power Plants, Contractor shall give due consideration to all Qualified GPA Employees or retirees, who at the time of their retirement were Qualified GPA Employees, who apply. Contractor and GPA may meet and confer to discuss the development of plans whereby Contractor could hire retirees of GPA.

**SECTION 8 – SUPPLY OF FUEL**

8.1 During the term of this agreement, GPA shall at all times supply all fuel necessary for CT Power Plants to generate the electricity for dispatch by GPA.

8.2 The cost of the fuel to be supplied by GPA pursuant to this Section shall be for GPA's account.

8.3 All fuel to be supplied by GPA shall be of the quality and supplied and delivered in the manner described in Schedule G ULSD Fuel Specifications and Arrangements.

8.4 All fuel shall be tested as provided in the Schedule G ULSD Fuel Specifications and Arrangements.

8.5 GPA shall ensure that at all times the necessary stocks of fuel are available for storage at the fuel storage tanks of the CT Power Plants.

8.6 The Contractor shall prepare weekly fuel schedules showing anticipated times and quantities of fuel to be utilized by CT Power Plants and GPA shall be responsible for ensuring the availability of fuel supplies, for the payment therefor and for all arrangements with the suppliers.

**SECTION 9 – DUTIES AND RESPONSIBILITIES OF GPA**

9.1 Cooperation. GPA agrees to make its management and staff available to Contractor so that Contractor can provide the services required hereunder.

9.2 Availability of Records. GPA shall take all steps to ensure that documentation required by Contractor for performance of its duties is available to Contractor. GPA will promptly assist Contractor in obtaining such information as is needed by Contractor to perform the services hereunder.

9.3 Responsibility for Transmission Lines. GPA, at its own cost, will be responsible for the maintenance and repair of all the transmission lines and switchgear within the switchyard and on the

GPA grid to ensure that at all times they are capable of accepting the energy and capacity provided by CT Power Plants.

9.4 GPA/Contractor Steering Committee. GPA and the Contractor shall organize a Steering Committee, which shall, from time to time, meet and discuss and agree on safety and technical guidelines for the operation of CT Power Plants and for the maintenance, repair and safety/security of the Site. The Contractor shall operate CT Power Plants within such guidelines.

**SECTION 10 – COMPENSATION FOR SERVICES**

10.1 Payment. GPA shall pay Contractor for costs and services rendered hereunder in accordance with this Agreement. The payment shall be made within 30 days of being invoiced. Should part of the invoice be challenged, GPA will at a minimum pay the unchallenged portions of the invoice under the same terms as above.

10.2 Contract Price. The Contract Price constitutes the total consideration to be paid by GPA to Contractor for the complete delivery of the Goods, Special Services, and for performing other services in connection therewith in accordance with the Contract Documents as amended by the parties pursuant to the Agreement. Unless expressly provided otherwise in the Contract Documents, the Contract Price is not subject to escalation in respect of materials and/or labor cost or any other factor or variation in rates of exchange, and all duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price. Charges, fees, Contractor's profit, and all other expenses shall be deemed to be included in the Contract Price. Furthermore, the Contract Price includes management fees and incentive payments. Therefore, the Contract Price is dynamic but bounded.

10.3 Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this Contract shall be made in one or more of the following ways:

- 1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- 2) by unit prices specified in the Contract or subsequently agreed upon;
- 3) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;

- 4) in such other manner as the parties may mutually agree; or
- 5) in the absence of agreement between the parties, by a unilateral determination by GPA of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by GPA in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

10.4 Payment Milestones and Schedule. Payment milestones have been selected to clearly identify the actual status of the portion of the Work completed rather than anticipated project progress schedules. Payments will be based on actual completion of each milestone event, where applicable, and not on the scheduled completion date. When a change in the Agreement is approved, the total contract price will be altered to the new total, and the remaining milestone payments will be adjusted.

Payment Milestones shall not be scheduled more frequently than once every month. GPA will not approve a milestone payment until all preceding milestones have been approved. GPA will make payments within thirty days from receipt and approval of the invoice for the completed milestone.

The payment milestones for monies due to the Contractor from GPA are as follows:

- 1) Annual management fees;
- 2) Reimbursement payments for operations and maintenance related expenditures as agreed to and scheduled between GPA and the Contractor, not to exceed O&M budget approved and allocated by GPA;
- 3) Reimbursement payments for capital expenditures or major O&M work and related expenditures as agreed to and scheduled between GPA and the Contractor;
- 4) Incentive compensation payment; and
- 5) Compensation payments due to GPA from the Contractor based on Contractor’s failure to meet its minimum performance guarantees.

10.4 The cost of management fees under this Agreement shall remain fixed during the term of this Agreement. The total amount of fees includes all travel costs, living allowances, expenses, and all other matters related to the price of this Contract. The total contract price is intended to be all inclusive of costs and expenses related to performance hereunder.

10.5 Contractor shall submit for review by GPA monthly invoices accompanied by a progress report describing the work performed during the compensation period. All payments to Contractor shall be free of any deductions, including but not limited to withholding taxes.

10.6 The amounts paid or reimbursed to Contractor shall in no event exceed the dollar amount indicated in the final Contract except upon prior written agreement by the parties. Prior to incurring any expense not contemplated in the total fee, Contractor shall request prior approval of any such additional expense from GPA. No such expense shall be reimbursable unless approved in advance by GPA.

10.7 Final payment shall be made upon delivery and acceptance of all Services as herein specified and performed under this Agreement. Prior to final payment, and as a condition precedent thereto, Contractor shall execute and deliver to GPA a release of any claims arising under and by virtue of this Agreement against GPA except any identified written claims in existence at the time of the final payment.

10.8 The prices and costs set forth in this Agreement are based on the assumption that the services performed will be subject to the Guam Gross Receipts Tax. Contractor is responsible for payment of any applicable taxes.

SECTION 11 - TERMINATION

11.1 Order to Stop Work. GPA may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, GPA shall either:

- 1) Cancel the stop work order; or
- 2) Terminate the work covered by such order, as provided in the “Termination for Default Clause” or the “Termination for Convenience Clause” of this Contract.

11.2 Cancellation of Expiration of the Order. If a stop work order issued under this clause is

canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

- 1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
- 2) The Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if GPA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

11.3 Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

11.4 Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with Section 10.3, the Price Adjustment Clause of this Contract.

11.5 Termination for Convenience.

11.5.1 Termination. GPA may, when the interest of GPA so requires, terminate this Contract in whole or in part, for the convenience of GPA. GPA shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

11.5.2 Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GPA may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to GPA. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

11.5.3 Rights to Supplies. GPA may require the Contractor to transfer title and deliver to GPA in the manner and to the extent directed by GPA:

- 1) Training material and any completed supplies; and
- 2) Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called “manufacturing material”) as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this Contract. The Contractor shall, upon direction of GPA, protect and preserve property in the possession of the Contractor in which GPA has an interest. If GPA does not exercise this right, the Contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam (UCCG), Title 13 GCA, Section 2706. This Section in no way implies that GPA has breached the Contract by exercise of the Termination for Convenience Clause.

11.5.4 Compensation Under Termination for Convenience. The Contractor shall perform the following for compensation under termination for convenience.

- 1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, GPA may pay the Contractor, if at all, an amount set in accordance with Paragraph 11.5.3 of this section.
- 2) GPA and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GPA, the proceeds of any sales of supplies and manufacturing materials, under Subparagraph 11.5.4 (3) of this Paragraph, and the contract price of the work not terminated.
- 3) Absent complete agreement under Subparagraph 11.5.4 (2) of this Paragraph, GPA shall pay the Contractor the following amounts, provided payments

agreed to under Subparagraph 11.5.2 shall not duplicate payments under this Subparagraph:

- a) Contract prices for supplies or services accepted under the Contract;
- b) Costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- c) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 11.5.4 of this Section. These costs must not include costs paid in accordance with other subparagraphs of this Paragraph;
- d) The reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the Contractor under this Subparagraph 11.5.4 shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph 11.5.4 (2) of this Paragraph, and the contract price of work not terminated.
- e) Cost claimed, agreed to, or established under Subparagraph 11.5.4 (2) and (3) shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.



f) All references in the Guam Procurement Regulations to “seller” shall be deemed to refer to Contractor herein.

11.6. Termination for Default.

11.6.1 Default. If the Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, GPA may notify the Contractor in writing of the delay or non-performance and if not corrected in ten days or any longer time specified in writing by GPA, such officer may terminate the Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part GPA may procure similar supplies or services in a manner and upon terms deemed appropriate by GPA. The Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

11.6.2 Contractor’s Duties. Notwithstanding termination of the Contract and subject to any directions from GPA, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which GPA has an interest.

11.6.3 Compensation. Payment for completed supplies delivered and accepted by GPA shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Contractor and GPA; if the parties fail to agree, GPA shall set an amount subject to the Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. GPA may withhold from amounts due the Contractor such sums as GPA deems to be necessary to protect GPA against loss because of outstanding liens or claims of former lien holders and to reimburse GPA for the excess costs incurred in procuring similar goods and services.

11.6.4 Excuse for Non-Performance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers

such performance) if the Contractor has notified GPA within fifteen (15) days after the cause of the delay and the failure arises out of causes constituting a “force majeure” or “act of god” as defined in Section 18 – FORCE MAJEURE of this Agreement. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, GPA shall ascertain the facts and extent of such failure, and, if GPA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor’s progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of GPA under Paragraph 11.5 (“Termination for Convenience”). (As used in this Subparagraph 11.6.4 the term “subcontractor” means subcontractor at any tier.)

11.6.5 Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of subparagraph 11.6.4 (Excuse for Nonperformance or Delayed Performance), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to such clause.

11.6.6 Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

11.7 Work Product. Upon termination by the Contractor of this Agreement, all briefs, reports, summaries, completed work, and work in progress, and such other information and materials as may have been accumulated by Contractor in performing this Agreement shall, in the manner and to the extent determined by GPA, become the property of and be delivered to GPA. Contractor may retain a copy of all work that it produces.

11.8 Extension. This Agreement may be extended only upon the written mutual agreement of the parties with such regulatory approval as applicable. The provisions of any such renewal term will

be in accordance with the written agreement of the parties.

11.9 No Continuing Obligations. Upon termination of this Agreement, as herein above provided, neither party shall have any further obligation hereunder except for (1) obligations accruing prior to the date of termination, and (2) obligations, promises or covenants which are expressly made to extend beyond the term of this Agreement.

11.10 Bankruptcy. GPA shall have a right to terminate this Agreement if Contractor (including, for purposes of this paragraph, any parent, subsidiary or affiliate thereof): shall file a petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, dissolution or similar relief under any law or regulation relating to bankruptcy, insolvency or the rights of creditors generally; shall seek or consent to or acquiesce in the appointment of a trustee for, or a receiver for liquidation of, its business or affairs; shall make an assignment for the benefit of creditors; or there shall be filed against Contractor, its parent company, affiliates, or subsidiaries an involuntary petition in bankruptcy or any proceeding seeking to reorganize, dissolve or liquidate such companies; or if a trustee or receiver shall be appointed for or over the business or property of any of them.

**SECTION 12 – RELATIONSHIP OF THE PARTIES**

12.1 Personnel of Contractor. Contractor may provide, upon prior written consent of GPA, additional experienced professional personnel, hereinafter referred to as “Employee”, if required during the performance of the services hereunder. Employee shall be under Contractor's sole and exclusive direction and control, and for no purposes shall such Employee be considered an employee of GPA. Contractor shall remain at all times an independent contractor and shall be responsible for and shall promptly pay all federal, state and local taxes chargeable or assessed with respect to Contractor's employees, including, but not limited to, social security, unemployment, federal and state withholding, and other taxes. Contractor shall also be responsible for and pay all compensation and/or any reimbursements due Employee, and no additional amounts shall be due from GPA. GPA may, at its discretion, request that an Employee provided by Contractor be replaced in the event that GPA determines that such Employee lacks the requisite experience or expertise.

12.2 Duty to Inform Employees. It is Contractor's duty and obligation to inform its Employees of (1) applicable GPA rules and regulations; and (2) the proprietary nature of information and the need to guard its secrecy in accordance with Section 14 – CONFIDENTIAL AND TRADE

SECRET INFORMATION.

12.3 Independent Contractor Status. It is expressly understood and agreed that, in the performance of services under this Agreement, Contractor and its personnel/employees shall at all times act as an independent contractor 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 between the parties, or a relationship of landlord and tenant, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement.

12.4 Provision of Listing of Personnel/Contractors/Subcontractors. Contractor shall provide GPA with a listing of the name and address of all personnel, contractors or subcontractors utilized by it for this project within seven (7) days of the hiring or engagement of such personnel, contractor or subcontractor by Contractor.

12.5 No Employment Benefits to Contractor, its Employees or Personnel. There shall be no employee benefits to Contractor occurring from this Agreement such as:

- 1) Insurance coverage provided by GPA;
- 2) Participation in the Government of Guam retirement system;
- 3) Accumulation of vacation leave or sick leave.

No person providing services on behalf of Contractor pursuant to this Agreement shall have any claim under this Agreement or otherwise against GPA for salary, vacation pay, paid sick leave, retirement benefits, social security, workers compensation, health, disability, professional malpractice, or unemployment insurance benefits or other employee benefits of any kind. Contractor understands and agrees that (1) its employees or personnel who provide services under this Agreement will not be treated as GPA employees for tax purposes, (2) GPA will not withhold on behalf of Contractor's employees or personnel any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available any of the benefits afforded to employees of GPA, and (3) all such payments, withholdings, and benefits, if any, are the sole responsibility of Contractor.

12.6 Payment of Taxes. Contractor will be responsible for paying all taxes applicable to them as an independent contractor, including but not limited to GRT, income tax, or any other tax.

12.7 Representation. Contractor and its personnel are not authorized to make representations

on behalf of GPA without GPA’s express consent.

**SECTION 13 – OWNERSHIP OF INFORMATION, DATA AND DOCUMENTS**

13.1 Title. Title to, ownership and copyright in all deliverables shall vest in GPA, and such materials shall be delivered to GPA upon completion of the services or upon request of GPA. Contractor shall obtain and/or execute any necessary documents for GPA to perfect or protect such ownership. Any materials retained by Contractor shall be treated in accordance with GPA's Record Retention Policy.

13.2 Previously Created Materials. Ownership of materials previously created by Contractor, which may be used as part of the services, shall continue to be property of Contractor.

13.3 Conveyance to GPA. The entire right, title and interest, including copyright in all deliverables hereunder, shall be transferred to and vested in GPA. The parties expressly agree to consider as works made for hire those works ordered or commissioned by GPA, which qualify as such in accordance with copyright laws. For all such original works, Contractor agrees to provide documentation satisfactory to GPA to ensure the conveyance of all such right, title and interest, including copyright, to GPA.

13.4 Proprietary Rights Indemnification. Contractor warrants that any material furnished by Contractor will not infringe upon or violate any copyright, trade secret or any other proprietary right of any third party.

**SECTION 14 – CONFIDENTIAL AND TRADE SECRET INFORMATION**

14.1 Protection of Trade Secrets. Contractor and its employees, agents or subcontractors, upon coming into contact with or receiving directly from GPA confidential and/or trade secret information, will be bound by any protective order relating to this information. Contractor and employees will treat all information received by it during the term of this Agreement as strictly confidential and will not disclose such information, in any form, to third parties or internally within Contractor's firm to employees without a need to know such information, without the express written permission of GPA. Confidential information, whether electronically stored or not, must be secured. Contractor will control access to such material and ensure that no breach of confidentiality occurs. Contractor, on receiving requests or orders for information in the form of questions, interrogatories, etc. from non-GPA sources, will advise GPA immediately by person-to-person communication or by telephone, and follow-up by providing copies of such requests.

14.2 Proprietary Information. Any information, whether or not protected by patent or copyright, including, but not limited to, programs, files, specifications, drawings, sketches, models, samples, tools, business information, technical information or other data, written or otherwise (hereinafter “Information”), which has been furnished or disclosed to Contractor shall remain GPA's property and shall be treated by Contractor as being proprietary Information. Information shall not be reproduced, published or disclosed to any third party; or utilized by Contractor for any other purposes without the prior written consent of GPA. All copies of the Information shall be returned to GPA immediately upon request after the conclusion of services; provided, however, that Contractor may maintain the professionally mandated work paper record of its services.

14.3 Previous Information. Contractor shall have no obligation to preserve the proprietary nature of any information, which was previously known to Contractor free of any obligation to keep confidential; or is disclosed to third parties by GPA without restriction; or is or becomes publicly available by other than unauthorized disclosure.

**SECTION 15 – ACCESS TO RECORDS AND OTHER REVIEW**

Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this Agreement for inspection by GPA.

**SECTION 16 – INSURANCE**

16.1 Insurance Required. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this section and GPA has approved such insurance, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Contractor shall maintain all insurance required during the course of the work and the period of the PMC.

16.2 Contractors and Subcontractors Insurance. Prior to commencing work, Contractor shall obtain and thereafter maintain during the course of the work insurance with companies acceptable to GPA. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. The limits of insurance shall be as follows unless a higher limit is required by statute:

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- 1) General Liability Insurance including products, completed operations and contractual liability coverage in the amount of \$2,000,000 per occurrence and \$2,000,000 aggregate.
- a) Policy must be primary and non-contributory with endorsements attached;
  - b) GPA shall be named as an Additional Insured;
  - c) Waiver of subrogation shall be in favor of GPA;
  - d) Cancellation clause of minimum 90 days’ prior written notice to GPA; and
  - e) GPA must be given minimum 90 days’ prior written notice for any material changes in the policy or cancellation of the policy.
- 2) Commercial Auto Liability Insurance covering third party bodily injury and property damage in the amount of \$1,000,000 combined single limit per occurrence.
- a) Policy must be primary and non-contributory with endorsements attached;
  - b) GPA shall be named as an Additional Insured;
  - c) Waiver of subrogation shall be in favor of GPA;
  - d) MCS 90 Endorsement – This shall be required for any contracts under the PMC to haul or transport hazardous material, fuel and/or used oil. It is not required at the onset of the PMC contract;
  - e) Cancellation clause of minimum 90 days’ prior written notice to GPA; and
  - f) GPA must be given minimum 90 days’ prior written notice for any material changes in the policy or cancellation of the policy.
- 3) Excess Liability Insurance over the General Liability and the Commercial Auto Liability with limits of \$10,000,000 or higher per occurrence/\$10,000,000 aggregate.
- a) Policy must be primary and non-contributory with endorsements attached;
  - b) Policy must be form following;
  - c) GPA shall be named as an Additional Insured;
  - d) Waiver of subrogation shall be in favor of GPA;
  - e) MCS 90 Endorsement – This shall be required for any contracts under the



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- PMC to haul or transport hazardous material, fuel and/or used oil. It is not required at the onset of the PMC contract;
- f) Cancellation clause of minimum 90 days’ prior written notice to GPA; and
  - g) GPA must be given minimum 90 days’ prior written notice for any material changes in the policy or cancellation of the policy.
- 4) Worker’s Compensation and Employer’s Liability Insurance – Statutory Limits.
- a) Policy must be primary and non-contributory with endorsements attached;
  - b) GPA shall be named as an Additional Insured;
  - c) Waiver of subrogation shall be in favor of GPA;
  - d) Cancellation clause of minimum 90 days’ prior written notice to GPA; and
  - e) GPA must be given minimum 90 days’ prior written notice for any material changes in the policy or cancellation of the policy.
- 5) Professional Liability Insurance including in the amount of \$1,000,000 each claim.
- a) Policy must be primary and non-contributory with endorsements attached;
  - b) GPA shall be named as a NAMED INSURED;
  - c) GPA shall be named as Loss Payee;
  - d) Cancellation clause of minimum 90 days’ prior written notice to GPA; and
  - e) GPA must be given minimum 90 days’ prior written notice for any material changes in the policy or cancellation of the policy.
- 6) Contractors All Risk or Builders Risk Insurance – This shall be required for all construction projects and not required at the onset of this PMC contract:
- a) Minimum Limits, deductibles, sub-limits, coverage, and property descriptions per contract or project description;
  - b) Policy must be primary and non-contributory with endorsements attached;
  - c) GPA shall be named as a NAMED INSURED;
  - d) GPA shall be named as a Loss Payee;
  - e) Waiver of subrogation shall be in favor of GPA;
  - f) Cancellation clause of minimum 90 days’ prior written notice to GPA; and

g) GPA must be given minimum 90 days’ prior written notice for any material changes in the policy or cancellation of the policy.

7) General Liability and the Commercial Auto Liability with limits of \$5,000,000 or higher per occurrence – If applicable, fuel/hazardous materials transport which shall be required for any contracts under the PMC to haul or transport hazardous material, fuel and/or used oil. It is not required at the onset of the PMC contract:

- a) Policy must be primary with primary wording endorsement attached;
- b) GPA shall be named as an Additional Insured;
- c) Waiver of subrogation shall be in favor of GPA;
- d) Cancellation clause of minimum 90 days’ prior written notice to GPA; and
- e) Policy must have MCS 90 Endorsement.

8) **Certificate of insurance must contain the following wording to be acceptable.**  
**All policies must contain the following endorsement and on the Certificate of Insurance:**

- a) Cancellation or Material Change Clause of minimum 90 days’ prior written notice to GPA. GPA must be given minimum 90 days’ prior written notice before any material changes in any policy or cancellation of any policy can take effect. Written notice must be addressed to:

Guam Power Authority  
Chief Financial Officer  
PO BOX 2977  
Hagatna, GU  
96932-2977

16.3 Certificate of Insurance. Contractor shall furnish certificates of insurance and waiver of subrogation endorsement to GPA prior to commencement of work showing evidence of such coverage, including the statement to the effect that cancellation or termination of the insurance shall not be effective until at least (10) days after receipt of written notice to GPA. At all times Contractor’s

insurance shall be primary to any other insurance that may be carried by GPA. The statement of limits of insurance coverage shall be construed as in any way limiting the Contractor’s liability under this agreement. GPA shall be named as insured on all liability coverage and certificates of insurance shall clearly indicate such.

16.4 Insurance Company and Agent. All insurance policies herein required of the Contractor shall be written by a company duly authorized and licensed to do business in Guam and be executed by an agent thereof duly licensed as an agent in Guam.

16.5 GPA Insurance. GPA agrees that it will keep the property and machinery and equipment insured, at a minimum, against loss or damage by fire with extended coverage endorsement for full replacement value as determined by GPA from time to time. Such insurance shall be issued by financially responsible insurers duly authorized to do business in Guam where the property is located and shall contain the standard form of waiver of subrogation. The insurance company shall be required to give GPA not less than ninety days (90) notice in the event of cancellation or material alteration of such coverage. Nothing contained herein shall be construed as creating any liability or responsibility on the part of the Contractor for the adequacy of insurance coverage on the property. As to any insurable risks of loss or damage to the property and machinery and equipment not required to be insured hereunder, GPA shall bear the cost of the same. GPA shall be deemed to be self-insured as to the deductible or co-insurance amount applicable to such insurance coverage and shall pay any deductible or co-insurance amount applicable in the event of such loss or damage.

16.6 Waiver of Subrogation. The parties hereby release each other and their respective officers, employees, and agents from all loss or damage to the property, machinery and equipment and to the fixtures, personal property, equipment and improvements of either GPA or Contractor in or on the Property, notwithstanding that any such loss or damage may be due to or result from the negligence of either of the parties or their respective officers, employees or agents. This waiver does not apply to maintenance and repair assumed under this Contract by the Contractor.

**SECTION 17 - INDEMNITY**

17.1 Indemnification. Contractor agrees to save and hold harmless GPA, its board members, officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers,

agents (including subcontractors), servants or employees under this Contract. To the extent permitted by law, GPA and Contractor waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Contract. GPA agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Government Claims Act against GPA for personal injuries or property damage resulting from the negligent or wrongful act or omission of any GPA employee while acting within the scope of his or her employment, arising out of this Contract.

17.2 Accident or Injury During Travel. GPA assumes no liability for any accident or injury that may occur to Contractor, its agents, dependents or personal property while en route to or from Guam or during any travel mandated by the terms of this Agreement.

**SECTION 18 – FORCE MAJEURE**

18.1 Force Majeure. Force Majeure referred to herein means an occurrence beyond the control and without the fault or negligence of the party affected including, but not limited to, acts of God or the public enemy, expropriation or confiscation; changes in law procedures, war, rebellion, or riots; floods; unusually severe weather that could not reasonably have been anticipated; fires, explosions, epidemics, catastrophes, or other similar occurrences which are not within the control of the party affected. However, the following shall not be considered as Force Majeure:

- 1) Delay caused by lack of or inability to obtain raw materials, congestion at Contractor's or its subcontractor's facilities or elsewhere, market shortages, or similar occurrences;
- 2) Delay, either on the part of Contractor or its subcontractors, caused by shortages of supervisors or labor, inefficiency, or similar occurrences; or
- 3) Sabotage, strikes, or any other concerted acts of workmen which occur only in the facilities of Contractor or its subcontractors.

Should the circumstances of Force Majeure continue over a period of ninety (90) days, GPA has the right, if no other understanding is reached, to terminate the whole Agreement or any part thereof in accordance with Section 11 - TERMINATION. Any delay or failure in performing the obligations under the Contract Documents of the parties hereto shall not constitute default under the Contract or give rise to any claim for damages or loss or anticipated profits if, and to the extent, such delay or failure is caused by Force Majeure, and if a claim is made therefor.

18.2 Invocation of Force Majeure. The party invoking Force Majeure shall perform the following:

- 1) Notify the other party as soon as reasonably possible by facsimile, email, telex, cable or messenger/courier of the nature of Force Majeure, anticipated exposure time under Force Majeure, and the extent to which the Force Majeure suspends the affected party’s obligations under the Contract;
- 2) Consult with the other party and take all reasonable, prudent steps to minimize the losses of either party resulting from the Force Majeure; and
- 3) Resume the performance of its obligations as soon as possible after the Force Majeure condition ceases.

18.3 Delivery Time and Force Majeure. Only a Change Order may change contractual Delivery Times. The Contractor shall submit any claim for a Delivery Time extension in accordance with Section 22 – CHANGES and its sub-paragraphs.

The Delivery Time will be extended in an amount equal to time lost due to delays caused by Force Majeure if a claim is made therefor as provided in this Paragraph. No amendment to the contract price, however, shall be allowable because of Force Majeure occurrences. (However, GPA shall pay for reasonable overtime rates and benefits during periods of Force Majeure).

Notwithstanding the foregoing, all time limits stated in the Purchase Order documents are of the essence in the agreement.

**SECTION 19 – WARRANTY**

19.1 Contractor’s obligation to furnish the Goods and Special Services and to perform other services in connection therewith in accordance with the Agreement is absolute, and Contractor warrants and guarantees to GPA that all Goods will be in accordance with the Contract Documents and will be new, fit for the purpose for which they are intended, and free from any defects, including faulty design, materials, or workmanship.

19.2 Contractor shall provide GPA with all warranties and guarantees in writing. GPA and the Contractor shall negotiate the manner in which claims against these warranties are addressed, including any remedies for non-responsiveness. This may include retention of contract amounts, performance bonds, etc.

19.3 Contractor shall be responsible for remedying all defects, without limitation, in design, materials, workmanship, operating characteristics, or performance of the Goods within twelve (12)

months from the date on which GPA has placed the Goods in continuous service, or within twenty-four (24) months from the date of final payment, whichever date shall first occur, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or by any specific provisions of the Contract Documents.

19.4 Any part(s) supplied in replacement of the defective part(s) of the Goods or any Goods repaired pursuant to the provisions of this Paragraph shall be supplied or repaired on the same terms and conditions as provided for herein for the supply of the Goods and in particular a new warranty period shall apply. Such new warranty period shall expire on the date twelve (12) months from the date of such replacement or repair or on the expiration date of the warranty for the original Goods that were replaced or repaired, whichever is later.

19.5 In the event the Contractor furnishes Special Services for installation and startup, such services shall be rendered in a competent and diligent manner and in accordance with the Contract Documents, accepted industry practice and any applicable professional standards.

**SECTION 20 – TESTS AND INSPECTIONS**

20.1 GPA or its designee shall have the right to inspect or observe the production, inspection, or testing of the Goods at any time and place including the Contractor's facilities and those of its subcontractors where the Goods are being produced.

20.2 Contractor shall conduct, at its own responsibility and expense, all tests and inspections called for by the Contract Documents. In the event that witness inspection by GPA is required under the Contract Documents, the costs and expenses arising therefrom shall be borne by the Contractor, including inspector's fees, transportation, hotel, and general flying expenses. In the event that Contractor's inspection is required at the Site, the costs and expenses arising therefrom shall be borne by the Contractor, including inspector's fees, transportation, hotel, and general flying expenses.

20.3 Any inspection made by GPA and/or its designee will be final. Such inspections or the witnessing of Contractor's test and inspection by GPA and/or its designee shall not relieve Contractor of any of its responsibilities or liabilities under the Contract Documents, nor be interpreted in any way as implying acceptance of the Goods.

**SECTION 21 – DEFECTS IN GOODS AND SERVICES**

21.1 Remedying Defective Goods. If at any time after GPA's acceptance of delivery and

before expiration of the correction period, GPA determines that the Goods are defective, Contractor shall, upon written notice from GPA, do all things necessary, at its expense, to make good the defects as soon as possible after being notified to do so by GPA. Contractor warrants that Contractor, unless otherwise agreed, shall remedy any defects.

It is understood, that if so instructed by GPA, Contractor shall make shipment by the fastest available method.

In the event that Contractor does not take prompt action to fulfill its obligations hereunder as required by and to the satisfaction of GPA, GPA may, after ten (10) days written notice to Contractor, and without prejudice to any of GPA’s rights under the Agreement, accept the defective Goods and carry out the remedial work itself instead of requiring correction or removal and replacement, and charge Contractor for the costs of the work. In an emergency where delay would cause serious risk of loss or damage, GPA may take such action without prior notice to or waiting for action by Contractor.

21.2 Remedying Defective Special Services. If at any time GPA notifies Contractor in writing that any of the Special Services are defective, Contractor shall promptly provide acceptable services. If Contractor fails to do so, GPA may obtain the Special Services elsewhere.

21.3 Cost of Remedying Defects. All direct, indirect, and other costs of correcting, removing, and replacing defective Goods or of obtaining Special Services elsewhere and of exercising GPA’s rights and remedies will be charged against Contractor and, if incurred prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Purchase Price, or if incurred after final payment, an appropriate amount will be paid by Contractor to GPA. Such direct, indirect, and other costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Goods, or property of GPA or others destroyed or damaged by correction, removal, or replacement of defective Goods. Contractor shall not be allowed an extension of the Delivery Time because of any delay in performance attributable to the exercise by GPA of GPA’s rights and remedies under this paragraph.

**SECTION 22 – CHANGES**

22.1 Change Order. By a written order, at any time, and without notice to surety, GPA may, subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:

- 1) Drawings, designs, or specifications, if the supplies to be furnished are to be



specially manufactured for GPA in accordance therewith;

- 2) Method of shipment or packing; or
- 3) Place of delivery.

GPA may at any time request changes in the services to be performed hereunder.

22.2     Adjustments of Price or Time for Performance. If any such change order increases or decreases the contractor's cost of, or the time required for performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with Paragraph 10.3, the Price Adjustment Clause of this Contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the Contract as changed, provided that GPA promptly and duly makes such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

22.3     Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph 22.1, unless GPA extends such period in writing, Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless GPA is prejudiced by the delay in notification.

22.4     Claims Barred After Final Payment. No claim by Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Contract.

22.5     Other Claims not Barred. In the absence of such a change order, nothing in this Section shall be deemed to restrict Contractor's right to pursue a claim arising under the Contract if pursued in accordance with 2 GAR Div. 4, §5106 (8)(1), “Claims Based on [Government’s] Actions or Omissions, Notice of Claim Clause”, or for breach of contract.

**SECTION 23 – SUCCESSORS AND ASSIGNMENTS**

This Agreement is binding upon the parties hereto and their respective heirs, successors and assigns. Contractor shall not sell, transfer, pledge, encumber or assign this Agreement or any of the rights, interests or obligations hereunder without the prior written consent of GPA, which consent shall not be unreasonably withheld, conditioned or delayed, except that GPA shall have the right to withhold its consent if, in GPA’s reasonable determination, such sale, transfer, pledge, encumbrance or

assignment will have a materially adverse effect on the economic interests of GPA. For purposes of this section, any change in ownership of Contractor or its corporate entity shall be deemed an assignment or transfer under this section. “Change in corporate entity” includes any sale or transfer of shares, change in the organization of corporate structure, or alteration of the current ownership and organization of Contractor. Any assignment of this Agreement in violation of the foregoing shall be, at the option of GPA, void.

**SECTION 24 – REPRESENTATIVES OF GPA**

The GPA representative, for the purpose of this Agreement, shall be the Assistant General Manager of Operations, or such other person as GPA from time to time may designate in writing. Whenever approval or other authorization, or communication or submission to GPA is required by the terms of this Agreement, such request for approvals, authorizations, communications or submissions, shall be directed to the GPA representative and then executed by the General Manager. However, the Consolidated Commission on Utilities reserves full authority to review or resolve any matter arising hereunder which is within its purview and authority.

**SECTION 25 – PERFORMANCE BOND**

Contractor shall submit to GPA a performance bond within thirty (30) days after the receipt of the Notice of Contract Award, in the amount of USD \_\_\_\_\_, payable to GPA in the form of a bond, provided by surety company authorized to do business in Guam, or the equivalent in cash deposited in a local bank approved by GPA, or otherwise supplied in a form satisfactory to GPA and callable upon proper demand. A performance bond is required in order to ensure that Contractor will perform the terms and conditions of the Contract, and that Contractor will provide against direct or indirect damages that may be suffered during the duration of the Contract. The required performance bond shall be in such form that GPA shall approve in its absolute discretion. Failure to furnish a performance bond at the time specified above and in the manner as provided shall be grounds for cancellation of the Contract.

**SECTION 26 – DISPUTE RESOLUTION**

Disputes. GPA and the Contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this Contract through mutual agreement. If the controversy is not resolved

by mutual agreement, then the controversy shall be decided by GPA in writing within sixty (60) days after the Contractor shall request GPA in writing to issue a final decision. If GPA does not issue a written decision within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then Contractor may proceed as though GPA had issued a decision adverse to the Contractor.

GPA shall immediately furnish a copy of the decision to the Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

GPA’s decision shall be final and conclusive, unless fraudulent or unless the Contractor appeals the decision as follows:

- 1) For disputes involving money owed by or to GPA under this Contract, the Contractor files appeal of the decision in accordance with the Government Claims Act by filing a government claim with GPA no later than eighteen months after the decision is rendered by GPA or from the date when a decision should have been rendered.
- 2) For all other disputes arising under this Contract, the Contractor files an appeal with the Office of the Public Accountability pursuant to 5 GCA §§ 5706(a) and 5427(e) within sixty days of GPA’s decision or from the date the decision should have been made.

The Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

The Contractor shall comply with GPA’s decision and proceed diligently with performance of this Contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Contract, except where the Contractor claims a material breach of this Contract by GPA. However, if GPA determines in writing that continuation of services under this Contract is essential to the public’s health or safety, then the Contractor shall proceed diligently with performance of the Contract notwithstanding any claim of material breach by GPA.

SECTION 27 - MISCELLANEOUS

- 27.1 No Inducements. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement, shall be valid or binding.
- 27.2 Modifications. Any modification of this Agreement will be effective only if it is in writing signed by the parties.
- 27.3 Approval of Commission. For the purpose of this Paragraph and of the entire Agreement, the signature of the Chairman of the Consolidated Commission on Utilities is the only signature that will bind GPA, this includes any amendments to the Contract. GPA shall not be liable to Contractor for any work performed by Contractor prior to the approval of this Agreement by the Consolidated Commission on Utilities and Contractor hereby expressly waives any and all claims for Service performed in expectation of this Agreement prior to its approval by the Consolidated Commission on Utilities.
- 27.4 Compliance. Contractor shall be required to comply with all Federal and Guam laws, rules, regulations and ordinances applicable to the services provided.
- 27.5 Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (1) when personally delivered, or delivered by same-day courier; or (2) on the fifth business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (3) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (4) when sent by email or facsimile and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated facsimile or email confirmation of delivery or read receipt shall not constitute such confirmation; and, in any case addressed to a party at the address below, which address may be updated by the party in writing from time to time:

TO CONTRACTOR:

[ADDRESS]

**TO Guam Power Authority:**

Post Office Box 2977

Hagatna, Guam 96932

Telephone No.: (671) 648-3225 / (671) 648-3223

Facsimile No.: (671) 648-3290 / (671) 648-3165

27.6 Non-Waiver. GPA shall not consider any provisions of this Agreement waived unless GPA gives notice of such waiver in writing. Even if such notice has been given, such waiver shall not be construed as being a waiver of any other past or future right of GPA under the provisions of this Agreement, unless otherwise expressly stipulated therein. Failure of GPA to insist upon strict performance of any of the terms and conditions hereof, or failure or delay of GPA to insist upon strict performance of any of the terms and conditions hereof, or failure or delay of GPA to exercise any acts, rights, or remedies provided herein or by law shall not relieve Contractor of liability under any guarantees or of obligations under the Agreement and shall not be deemed a waiver of any right of GPA to insist upon strict fulfillment of the Agreement or of any of GPA’s rights or remedies as to the Goods or Special Services furnished.

27.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Guam and all applicable federal laws.

27.8 Invalid Provisions and Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall, to the extent possible and without destroying the intent of this Agreement, be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom.

If any word, phrase, clause, article, or other provision of this Agreement is or is deemed or adjudicated or otherwise found to be against public policy, void, or otherwise unenforceable, then said word, phrase, clause, article, or other provision shall be deleted or modified, in keeping with the express intent of the parties hereto as necessary to render all the remainder of this Agreement valid and enforceable. All such deletions or modifications shall be the minimum necessary to effect the foregoing.

27.9 Time. Time is of the essence in the Contract and in every part hereof.

27.10 Computation of Time. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the time computation.

27.11 Language and Trade Terms. All communications, documents, and execution of services hereunder, unless otherwise designated, shall be in the English language.

27.12 Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto will be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents will survive final payment and termination or completion of this Agreement.

Any dispute arising under or out of this Contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

27.13 New material. Unless this contract specifies otherwise, the Contractor represents that the Goods and components are new. If the Contractor believes that furnishing used or reconditioned Goods or components will be in GPA's interest, the Contractor shall so notify GPA in writing. The Contractor's notice shall include the reasons for the request along with a proposal for any consideration to GPA if GPA authorizes the use of used or reconditioned Goods or components.

27.14 Further Assurances. Each party hereto agrees to do all acts and things to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

27.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

27.16 Survival of Provisions. In order that the Parties may fully exercise their rights and perform their obligations hereunder, such provisions of this Contract that are required to insure such exercise or performance shall survive the termination of this Contract for any cause whatsoever.

27.17 Language Not to be Construed Against the Drafter. No provision in this Contract is to be construed for or against any Party because the Party or its counsel drafted such provision.

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27.18 Statement Concerning Ethical Standards. Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Chapter 11 of the Guam Procurement Regulations.

27.19 Prohibition Against Gratuities, Kickbacks, and Favors. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards, which may result in civil or criminal sanction, debarment or suspension from being a contractor or subcontractor under any other contract with GPA or other Government of Guam entity.

27.20 Prohibition Against Contingent Fees. Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a contract from GPA upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this section is, in addition to a breach of this Agreement, a breach of ethical standards, which may result in civil or criminal sanction, debarment or suspension from being a contractor or subcontractor under any other contract with GPA or any other Government of Guam entity.

27.21 Prohibition Against Employment of Sex Offenders. Contractor warrants that no person providing services on behalf of Contractor or 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 convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction



Performance Management Contract

2025

CT Power Plants Units

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in which the conviction was obtained, shall provide services on behalf of Contractor relative to this Agreement. If any person employed by Contractor and providing services under this Agreement is convicted subsequent to the date of this Agreement, then Contractor warrants that it will notify GPA of the conviction within twenty-four hours of being made aware of the conviction, and will immediately remove such convicted person from providing services under this Agreement. If Contractor is found to be in violation of any of the provisions of this paragraph, then GPA shall give Notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four hours of Notice from GPA, and Contractor shall notify GPA when action has been taken. If Contractor fails to take corrective steps within twenty-four hours of Notice from GPA, then GPA in its sole discretion may suspend this Agreement temporarily upon prior written Notice to Contractor until the individual in question is removed from service to GPA.

27.22 Wages and Benefits Determination. Contractor has read and understands the provisions of 5 GCA §5801 and §5802 governing wage and benefits determination. Contractor acknowledges the obligation to pay its employees on Guam who are delivering services to Guam in accordance with the U.S. Department of Labor (DOL) Wages and Benefits Determination as stated in 5 GCA §5801 and §5802. A copy of the most recent U.S. DOL Wages and Benefits Determination for the Guam Region is attached hereto and incorporated by reference to this Contract. Contractor shall apply the Wage and Benefits Determination for Guam promulgated by the U.S. DOL on a date most recent to the renewal date of the Contract in accordance with 5 GCA §5801 and §5802. [ATTACH copy of USDOL document.]

Signatures to follow on the next page.

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MS GPA-015-25

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement on the dates indicated by their respective names.

**CONTRACTOR**

Contractor’s Duly Authorized Representative

Date

**GUAM POWER AUTHORITY**

John M. Benavente, P.E.  
General Manager

Date

**CERTIFIED AS TO FUNDS AVAILABLE**

GPA Certifying Officer

Date

**APPROVED AS TO FORM**

Marianne Woloschuk  
GPA Legal Counsel

Date

MS GPA-015-25

Performance Management Contract

2025

CT Power Plants Units

7.0 Performance Guarantees

The CONTRACTOR is required to comply with GPA’s performance guarantees and consumption guidelines as described in this section.

7.1 EQUIVALENT AVAILABILITY

For contract guarantee purposes, the Equivalent Availability Performance Measure shall be measured for each contract year by:

- Measuring the individual unit equivalent availability factor (EAF) expressed in percentage for each unit (Dededo CT#1, Dededo CT#2, Macheche CT, Yigo CT, Piti 7) for the contract year;
- Verifying the EAF reported by the PMC with GPA's calculations based on reports submitted to the Generation Division and PSCC.

EAF shall be reported daily, weekly and monthly, as required by GPA's Generation Division. The individual unit equivalent availabilities shall be calculated in accordance with standard NERC GADS definitions based on actual unit availabilities and outages, including the effects of all full and partial, scheduled and maintenance outages, and planned and forced de-ratings.

GPA sets its Minimum EAF Guarantee as follows:

Table 2. GPA Minimum EAF Requirements

Contract Year	Dededo CT 1	Dededo CT 2	Yigo CT	Macheche CT	Piti 7 CT
1	90%	90%	90%	90%	90%
2	90%	90%	90%	90%	90%
3	90%	90%	90%	90%	90%
4	90%	90%	90%	90%	90%
5	90%	90%	90%	90%	90%

Measurement shall be consistent with procedure as described in this document, and as specified in other sections of this tender. Actual Performance shall be compared with the minimum performance guarantee, and shall be subject to bonuses and penalties as applicable.

GPA shall impose penalties on the PMC if a unit is requested or remotely commanded to start and deliver electric power to the grid, but fails to do so. GPA cannot call upon a unit to run if it has been cleared to run, therefore, following any outage, the PMC is required to demonstrate capability to dispatch up to guaranteed capacity. If unable to do so, the unit shall be de-rated to the MW capacity it was cleared to run for.

7.2 EFOR and OUTAGES

For contract guarantee purposes, the Equivalent Forced Outage Rate Performance Measure shall be measured for each contract year by measuring the individual unit equivalent forced outage rate (EFOR) expressed in percentage of each unit for the contract year. EFOR shall be reported daily, weekly and monthly, as required by GPA’s Generation Division. The individual unit equivalent forced outage rate shall be calculated in accordance with standard NERC GADS definitions. Although there are no minimum EFOR guarantees

for the units, GPA shall assess the PMC’s performance and the decision to exercise the optional extension years may be affected by the PMC’s EFOR performance.

**7.3 HEAT RATE AND EFFICIENCY**

The Combustion Turbine units are currently required by the Guam PUC to have a minimum Gross Heat Rate of 13,200 BTU/KWH. Each unit shall be required to meet or perform better than the Gross Heat Rate requirements required by GPA. The PMC and GPA will track improvement in or compliance with required Gross Heat Rate performance by evaluating overall performance for each unit corresponding to GPA's LEAC periods.

In addition to Gross Heat Rate, each unit is required to track Gross and Net Efficiency (KWH/gal) and include in regular (daily, monthly) reports. The PMC and GPA will track improvement in efficiency by evaluating the monthly and 12-month running gross and net efficiencies. Any consistent improvement in the Gross Heat Rate Performance shall be evaluated by the PMC, and reported to GPA. The report shall include illustration, analysis and justification of the improvements. If the improvements are consistent and sustained through at least 12 consecutive months, or if the improvements involve significant cost savings or increase in efficiency or availability, then GPA may provide incentives to the PMC. The incentives may be in the form of shared fuel cost savings, additional funding for O&M activities, or through other means as may be proposed by the PMC and approved by GPA.

**7.4 Emissions Guarantees and Environmental Compliance Penalties**

A continuous emissions monitoring system (CEMS) is installed and has been recommissioned to provide continuous monitoring as required by EPA. The PMC shall be responsible for monitoring and reporting as required by EPA. It is expected that the PMC will comply with EPA limits at all times. Penalty fees shall be shouldered by the PMC.

The PMC shall monitor the CEMS data daily. A monthly summary report shall be submitted by the PMC. An emissions test, in accordance to operation permit requirements, shall be conducted during all performance tests to confirm CEMS readings and results. Please reference Schedule H for the emissions limits per CT plant. The PMC shall be responsible for any environmental penalties imposed by the US EPA and Guam EPA to GPA, if these penalties result from negligence or mismanagement from the PMC.

**7.5 Actual KWH or MWH Generation**

GPA shall determine actual unit generation based on the documented measured total net generation output (MWh) in the contract year. The PMC and GPA shall work together to ensure that real-time Generation Data will be available to key GPA division. This may be done through improvement in current SOPs, or upgrade or installation of equipment and/or software.

**7.6 Average System Load**

GPA shall determine actual average system load (MW) based on the documented measured total system-wide net generation output (MWh) for the contract year divided by the number of hours in the contract year.

**7.7 Average Fuel Prices**

Performance Management Contract

2025

CT Power Plants Units

GPA shall determine actual monthly average fuel prices in \$/Mbtu for ULSD based on documented purchase costs and sample heat content measurements. Such determinations shall exclude the effects of financial hedges unless such hedges directly impact the incremental cost of fuel, i.e. the cost of the last Mbtu of fuel burned.

Average fuel prices for each contract year shall equal the weighted average of the monthly prices, where the weighting factors are the actual monthly system-wide fuel consumption in Mbtu.

**8.0 Incentives & Penalties**

GPA is contracting a PMC to perform against the following key performance indicators:

- Capacity
- Availability

**8.1 Capacity**

The capacity penalty will be as follows:  
Penalty= Fixed Management Fee x (Actual Capacity/Guaranteed Capacity)

Demonstration of Capacity will be done at the start of the contract year. The PMC may request for additional demonstration tests to be conducted within the current contract year should there be sufficient proof that capacity for the plant has improved. Adjustments will then be applied after successful demonstration of improvement.

**8.2 Equivalent Availability Factor (EAF) Performance Measure**

GPA is contracting a PMC to assure that the Combustion Turbine Units achieve high equivalent availability factors (EAF). The PMC shall track and compute the EAF for each unit as defined by the North American Electric Reliability Council (NERC) or its successors. The EAF computation shall be computed up to two decimal places.

The Equivalent Availability Performance Period shall commence from the PMC's contract commencement date to the first anniversary of the commencement date. Subsequent performance periods shall fall between contract commencement anniversary dates except for the last contractual year where the performance period is the contract termination date.

The EAF Bonus/ Penalty will be as follows:  
Bonus/ (Penalty)= (Actual % EAF - Minimum %EAF Requirement) x Actual Capacity Factor x Fixed Management Fee for the contract year  
Actual EAF will be based on EAF reported by the PMC verified against reports from Generation Division and PSCC.

The CONTRACTOR shall compute the EAF for each unit for each performance period. The EAF benefit or penalty shall be computed as follows:

For each unit, the incentive or penalty shall be applicable to the succeeding year’s Fixed Management Fee, as follows:

Penalty Adjustment = (Actual % EAF – GPA Minimum %EAF) ]  
x Annual Management Fee

\*\*\* EXAMPLE FOR ILLUSTRATION PURPOSES ONLY\*\*\*

GPA’s Minimum Guarantees:

Contract Year	Total Units
1	85%

And Performance Management Fees as follows:

Contract Year	Annual Management Fee
1	\$1,000,000.00
2	\$1,100,000.00

PENALTY

Total Units EAF = 80%

Penalty = (80% - 85%) x \$1,000,000 = -\$50,000 **penalty to be deducted to succeeding year’s Annual Management Fee; therefore, Contract Year 2 AMF = \$ 1,050,000.00**

8.3 Heat Rate and Efficiency Performance

GPA shall continuously track the heat rate performance of each CT plant for each LEAC period. If the PUC requirement of 13,200 BTU/ KWH is not met by GPA due to any CT plant not meeting the requirement, the PMC will pay a penalty equivalent to the fuel costs associated with the exceedance in 13,200 BTU/KWH requirement.

Example:  
CT heat rate= 14,000 BTU/ KWH  
Penalty= [(14,000 BTU/KWH-13,600 BTU/KWH) / (Average BTU/barrel for the period)] X \$/barrel of fuel

GPA shall provide the heat rate calculations to the PMC, and penalties will be imposed after both parties have reviewed and verified the calculations.

8.4 Maximum Bonus/Penalty Payment

The total of Bonus and Penalties each year shall not exceed 20% of the Annual Management Fee.

**SCHEDULE A**

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**TECHNICAL PROPOSAL  
WORKBOOK**



Multi-Step GPA-015-25 Operation and Maintenance Contract for the Guam Power Authority  
Combustion Turbine Plants

SCHDEULE A: PROPOSAL REFERENCE CHECKLIST: Supporting Information referenced in Proposal

Item	Bidder Checklist Items	Checklist Weight	Please indicate where supporting information for this checklist item is located within the proposal. <small>Example: Page 85; or Section A Part 2; or see attachment labeled "Power Plant Operation Experience", etc.</small>
1	Business Structure and Business Approach	8	
	Company Information for Bidder and its affiliates	2	
	Supporting information showing Business Structure (Company Literature, etc.)	2	
	Supporting information showing Nature of Services Provided (for BIDDER and its affiliates)	2	
	A copy of Articles of Incorporation and By-Laws, or similar document	1	
	Other relevant references concerning business organization (for BIDDER and affiliates)	1	
2	Power Plant Management, Operation and Maintenance	30	
	Description and supporting information showing successful experience with the management and operation of Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	10	
	Description and supporting information showing successful experience with routine and major maintenance of Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	10	
	Illustration of past experience with meeting performance and/or operation & maintenance guarantees with contracts similar to GPA's.	10	
3	Root-Cause Failure Analysis	21	
	Experience and expertise on failure modes and effects analysis with Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	7	
	Experience and experties on failure modes and effects analysis of supporting systems / balance of plant	7	
	Brief description of successful implementation of remedies.	7	
4	Generation Outage Planning	21	
	List methods considered as "best practice" in industry, for outage planning or management of major capital improvement projects for Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	7	
	List actual types of plant overhaul experience, from planning, execution up to completion.	7	
	Supporting information related to critical repairs, major maintenance work completed for Diesel Units Similar toCombustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	7	
5	Plant Engineering & Technical Services	24	
	Supporting information showing successful previous experience providing Plant Engineering & Technical Services to Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	8	
	Supporting information showing successful completion of critical projects for Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	8	
	Supporting information showing successful experience with Project Management, Field Installation & Acceptance Testing.	8	
6	Unit Transfer, Preparation and Clean-up of Facility	20	
	List methods considered as "best practice" in industry, for transfer of Diesel Units from one location to another.	8	
	Supporting information showing successful experience with facility preparation.	6	
	Supporting information showing successful experience with facility clean-up.	6	
7	Procurement, Inventory Planning and Management	20	
	Describe experience with procurement for materials and Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	5	

Multi-Step GPA-015-25 Operation and Maintenance Contract for the Guam Power Authority  
Combustion Turbine Plants

SCHDEULE A: PROPOSAL REFERENCE CHECKLIST: Supporting Information referenced in Proposal

Item	Bidder Checklist Items	Checklist Weight	Please indicate where supporting information for this checklist item is located within the proposal. <small>Example: Page 85; or Section A Part 2; or see attachment labeled "Power Plant Operation Experience", etc.</small>
	Describe experience with inventory control and management for Diesel Units Similar Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	5	
	Describe experience with procurement of OEM and non-OEM Support.	5	
	Describe experience with emergency procurement for expedited repairs.	5	
8	<b>Performance Management &amp; Reporting</b>	10	
	Describe experience reporting key performance indicators such as EAF and EFOR, following GADS definitions.	5	
	Describe experience tracking and reporting key performance indicators for Diesel Units Similar toCombustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	5	
9	<b>Environmental Compliance Review, Monitoring and Requirements</b>	15	
	Experience in reviewing and evaluating test data.	3	
	Experience in evaluating plant water discharge	3	
	Hazardous waste handling and disposal program review; monitoring and evaluation	3	
	Experience and expertise on performance tests for emissions	3	
	Supporting documents showing knowledge and experience in complying with environmental regulations applicable to GPA's Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	3	
10	<b>Federal and Regulatory Compliance</b>	18	
	Supporting documents showing knowledge and experience in complying with federal regulations and other applicable laws on Guam, such as OPA 90, Guam Fire Code, and others.	6	
	Supporting documents showing experience and certifications necessary for regulatory reporting applicable on Guam, such as those required by USEPA, Guam EPA, etc.	6	
	Supporting documents showing compliance with all federal regulations and applicable laws.	6	
11	<b>Financial Information Checklist</b>	10	
	Brief description of company's financial position and capability.	1	
	Documentation (such as balance sheet, income statement, financial statement, financial ratio) for the last five years showing company's financial position and capability, audited or reviewed by Certified Public Accountant(s) or other qualified auditing/reviewing firm.		
	Did BIDDER provide complete and detailed financial records?	3	
	Were the financial records submitted audited by qualified auditing body or reviewed by qualified reviewing/auditing firm?	3	
	What is the quality of company's financial position?	3	
12	<b>Insurance Policy</b>	5	
	Provide proof of compliance with GPA's Insurance Requirements, such as a copy of insurance policy similar to those required by GPA in this bid.	3	
	Other documentation providing details on your insurance policy, for GPA's review.	2	
13	<b>Client References</b>	10	
	At least three (3) client references for similar or larger contracts (Client Name, Position, Company, description of contract with Bidder or affiliates).	5	
	At least three (3) letters from current and/or previous clients describing relationship with Bidder, and Bidder's contract performance, for contracts similar to GPA's.	5	
14	<b>Mobilization Capability Checklist</b>	10	
	Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing.	10	

Multi-Step GPA-015-25 Operation and Maintenance Contract for the Guam Power Authority  
Combustion Turbine Plants

SCHDEULE A: PROPOSAL REFERENCE CHECKLIST: Supporting Information referenced in Proposal

Item	Bidder Checklist Items	Checklist Weight	Please indicate where supporting information for this checklist item is located within the proposal. <small>Example: Page 85; or Section A Part 2; or see attachment labeled "Power Plant Operation Experience", etc.</small>
15	<b>BIDDER Detailed Questions</b>	<b>78</b>	
	Describe your operational model for supporting O&M activities for GPA'sCombustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	10	
	Describe your company's position on O&M procedure utilization and outage planning activities.	8	
	Describe your company's views on the best method of utilizing and balancing internal and external resources (GPA employees vs. contracting out).	5	
	Describe your proposed staffing model including staffing optimization plan, for both your employees and GPA employees. For bidder's proposed staffing, please include experience and qualifications of each staff to be assigned to this contract.	8	
	Please present a proposed organization chart of the PMC organization and the areas of responsibilities for each position. Include the minimum skill level of each position provided by the PMC.	10	
	Please present a plan to minimize unplanned outages.	8	
	Please present a plan to maintain or improve reliability.	8	
	Describe additional resources the can be provided to assist GPA in critical repairs or major maintenance work.	8	
	Please present your willingness, capability and desire to offer optional financing of GPA's Critical Repairs/Major Maintenance Activities, should GPA require such. Please specify limits and terms of financing available.	8	
	Please present your willingness, capability and desire to offer optional financing of GPA's Critical Repairs/Major Maintenance Activities, should GPA require such. Please specify limits and terms of financing available.	5	

Multi- Step GPA-015-25 Performance Management Contract for the Guam Power Authority  
Combustion Turbine Plants

SCHDEULE A: Qualitative Proposal Scoring Information

Item	Bidder Checklist Items	Checklist Weight	Maximum Raw Rating Score	Maximum Weighted Score
1	Business Structure and Business Approach	8		
	Company Information for Bidder and its affiliates	2		
	Supporting information showing Business Structure (Company Literature, etc.)	2		
	Supporting information showing Nature of Services Provided (for BIDDER and its affiliates)	2		
	A copy of Articles of Incorporation and By-Laws, or similar document	1		
	Other relevant references concerning business organization (for BIDDER and affiliates)	1		
2	Power Plant Management, Operation and Maintenance	30		
	Description and supporting information showing successful experience with the management and operation of Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	10		
	Description and supporting information showing successful experience with routine and major maintenance of Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	10		
	Illustration of past experience with meeting performance and/or operation & maintenance guarantees with contracts similar to GPA's.	10		
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	Experience and expertise on failure modes and effects analysis with Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	7		
	Experience and experties on failure modes and effects analysis of supporting systems / balance of plant	7		
	Brief description of successful implementation of remedies.	7		
4	Generation Outage Planning	21		
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	List actual types of plant overhaul experience, from planning, execution up to completion.	7		
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5	Plant Engineering & Technical Services	24		
	Supporting information showing successful previous experience providing Plant Engineering & Technical Services to Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	8		
	Supporting information showing successful completion of critical projects for Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	8		
	Supporting information showing successful experience with Project Management, Field Installation & Acceptance Testing.	8		
6	Unit Transfer, Preparation and Clean-up of Facility	20		
	List methods considered as "best practice" in industry, for transfer of Diesel Units from one location to another.	8		
	Supporting information showing successful experience with facility preparation.	6		
	Supporting information showing successful experience with facility clean-up.	6		

Multi- Step GPA-015-25 Performance Management Contract for the Guam Power Authority  
Combustion Turbine Plants

SCHDEULE A: Qualitative Proposal Scoring Information

Item	Bidder Checklist Items	Checklist Weight	Maximum Raw Rating Score	Maximum Weighted Score
7	Procurement, Inventory Planning and Management	20		
	Describe experience with procurement for materials and Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	5		
	Describe experience with inventory control and management for Diesel Units Similar Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	5		
	Describe experience with procurement of OEM and non-OEM Support.	5		
	Describe experience with emergency procurement for expedited repairs.	5		
8	Performance Management & Reporting	10		
	Describe experience reporting key performance indicators such as EAF and EFOR, following GADS definitions.	5		
	Describe experience tracking and reporting key performance indicators for Diesel Units Similar toCombustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	5		
9	Environmental Compliance Review, Monitoring and Requirements	15		
	Experience in reviewing and evaluating test data.	3		
	Experience in evaluating plant water discharge	3		
	Hazardous waste handling and disposal program review; monitoring and evaluation	3		
	Experience and expertise on performance tests for emissions	3		
	Supporting documents showing knowledge and experience in complying with environmental regulations applicable to GPA's Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	3		
10	Federal and Regulatory Compliance	18		
	Supporting documents showing knowledge and experience in complying with federal regulations and other applicable laws on Guam, such as OPA 90, Guam Fire Code, and others.	6		
	Supporting documents showing experience and certifications necessary for regulatory reporting applicable on Guam, such as those required by USEPA, Guam EPA, etc.	6		
	Supporting documents showing compliance with all federal regulations and applicable laws.	6		
11	Financial Information Checklist	10		
	Brief description of company's financial position and capability.	1		
	Documentation (such as balance sheet, income statement, financial statement, financial ratio) for the last five years showing company's financial position and capability, audited or reviewed by Certified Public Accountant(s) or other qualified auditing/reviewing firm.			
	Did BIDDER provide complete and detailed financial records?	3		
	Were the financial records submitted audited by qualified auditing body or reviewed by qualified reviewing/auditing firm?	3		
	What is the quality of company's financial position?	3		
12	Insurance Policy	5		
	Provide proof of compliance with GPA's Insurance Requirements, such as a copy of insurance policy similar to those required by GPA in this bid.	3		
	Other documentation providing details on your insurance policy, for GPA's review.	2		
13	Client References	10		
	At least three (3) client references for similar or larger contracts (Client Name, Position, Company, description of contract with Bidder or affiliates).	5		
	At least three (3) letters from current and/or previous clients describing relationship with Bidder, and Bidder's contract performance, for contracts similar to GPA's.	5		

Multi- Step GPA-015-25 Performance Management Contract for the Guam Power Authority  
Combustion Turbine Plants

SCHDEULE A: Qualitative Proposal Scoring Information

Item	Bidder Checklist Items	Checklist Weight	Maximum Raw Rating Score	Maximum Weighted Score
14	Mobilization Capability Checklist	10		
	Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing.	10		
15	BIDDER Detailed Questions	70		
	Describe your operational model for supporting O&M activities for GPA'sCombustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	10		
	Describe your company's position on O&M procedure utilization and outage planning activities.	8		
	Describe your company's views on the best method of utilizing and balancing internal and external resources (GPA employees vs. contracting out).	5		
	Describe your proposed staffing model including staffing optimization plan, for both your employees and GPA employees. For bidder's proposed staffing, please include experience and qualifications of each staff to be assigned to this contract.	8		
	Please present a proposed organization chart of the PMC organization and the areas of responsibilities for each position. Include the minimum skill level of each position provided by the PMC.	10		
	Please present a plan to minimize unplanned outages.	8		
	Please present a plan to maintain or improve reliability.	8		
	Describe additional resources the can be provided to assist GPA in critical repairs or major maintenance work.	8		
	Please present your willingness, capability and desire to offer optional financing of GPA's Critical Repairs/Major Maintenance Activities, should GPA require such. Please specify limits and terms of financing available.	5		
	PROPONENT Qualifications Score	292		

THRESHOLDS:	
Minimum Score - Acceptable Proposal	987.00
Maximum Compliance Score	1,410.00
Minimum Percent Score - Acceptable Proposal	70.0%

RATINGS GUIDE:
5 - Excellent and plentiful relevant qualifications and project experience. Very highest client references.
3 - Average relevant qualifications and project experience. Average client references.
1 - Poor relevant qualifications and few relevant projects. Fair Client references.
0 - No substantial relevant experience.

Multi-Step GPA-015-25 Performance Management Contract for the Guam Power Authority

CT Plants

SCHDEULE A: BIDDER QUALITATIVE PROPOSAL SCORING SHEET

BIDDER:	
EVALUATOR :	

**INSTRUCTIONS:**

- Refer to Proposal Scoring Information for the Checklist Weight and Maximum Score details.
- For each Checklist Item / Sub-item, enter score (lowest = 1, highest = 5) on yellow box, under “Raw Rating Score”
- Scoring Guide is attached below
- Weighted Score automatically calculated, DO NOT ENTER NUMBER.

**RATINGS GUIDE:**

5 - Excellent and plentiful relevant qualifications and project experience. Very highest client references.

3 - Average relevant qualifications and project experience. Average client references.

1 - Poor relevant qualifications and few relevant projects. Fair Client references.

0 - No substantial relevant experience.

SCORING:	MAXIMUM COMPLIANCE SCORE	1,410.00	Acceptable Proposal
	% of Maximum Compliance Score	70.0%	
	No. of Points	987.00	

Item	Checklist Items	Checklist Weight	RAW RATING SCORE (highest = 5, lowest =1)	WEIGHTED SCORE (Weight x Raw Rating)
1	Business Structure and Business Approach	8	25	40
	Company Information for Bidder and its affiliates	2	5.00	10
	Supporting information showing Business Structure (Company Literature, etc.)	2	5.00	10
	Supporting information showing Nature of Services Provided (for BIDDER and its affiliates)	2	5.00	10
	A copy of Articles of Incorporation and By-Laws, or similar document	1	5.00	5
	Other relevant references concerning business organization (for BIDDER and affiliates)	1	5.00	5
2	Power Plant Management, Operation and Maintenance	30	15	150
	Description and supporting information showing successful experience with the management and operation of Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	10	5.00	50
	Description and supporting information showing successful experience with routine and major maintenance of Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	10	5.00	50
	Illustration of past experience with meeting performance and/or operation & maintenance guarantees with contracts similar to GPA's.	10	5.00	50
3	Root-Cause Failure Analysis	21	15	105
	Experience and expertise on failure modes and effects analysis with Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	7	5.00	35
	Experience and experties on failure modes and effects analysis of supporting systems / balance of plant	7	5.00	35
	Brief description of successful implementation of remedies.	7	5.00	35
4	Generation Outage Planning	21	15	105
	List methods considered as "best practice" in industry, for outage planning or management of major capital improvement projects for Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	7	5.00	35
	List actual types of plant overhaul experience, from planning, execution up to completion.	7	5.00	35
	Supporting information related to critical repairs, major maintenance work completed for Diesel Units Similar toCombustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	7	5.00	35



Item	Checklist Items	Checklist Weight	RAW RATING SCORE (highest = 5, lowest =1)	WEIGHTED SCORE (Weight x Raw Rating)
5	Plant Engineering & Technical Services	24	15	120
	Supporting information showing successful previous experience providing Plant Engineering & Technical Services to Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	8	5.00	40
	Supporting information showing successful completion of critical projects for Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	8	5.00	40
	Supporting information showing successful experience with Project Management, Field Installation & Acceptance Testing.	8	5.00	40
6	Unit Transfer, Preparation and Clean-up of Facility	20	15	100
	List methods considered as "best practice" in industry, for transfer of Diesel Units from one location to another.	8	5.00	40
	Supporting information showing successful experience with facility preparation.	6	5.00	30
	Supporting information showing successful experience with facility clean-up.	6	5.00	30
7	Procurement, Inventory Planning and Management	20	20	100
	Describe experience with procurement for materials and Diesel Units Similar to Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	5	5.00	25
	Describe experience with inventory control and management for Diesel Units Similar Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	5	5.00	25
	Describe experience with procurement of OEM and non-OEM Support.	5	5.00	25
	Describe experience with emergency procurement for expedited repairs.	5	5.00	25
8	Performance Management & Reporting	10	10	50
	Describe experience reporting key performance indicators such as EAF and EFOR, following GADS definitions.	5	5.00	25
	Describe experience tracking and reporting key performance indicators for Diesel Units Similar toCombustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	5	5.00	25
9	Environmental Compliance Review, Monitoring and Requirements	15	25	75
	Experience in reviewing and evaluating test data.	3	5.00	15
	Experience in evaluating plant water discharge	3	5.00	15
	Hazardous waste handling and disposal program review; monitoring and evaluation	3	5.00	15
	Experience and expertise on performance tests for emissions	3	5.00	15
	Supporting documents showing knowledge and experience in complying with environmental regulations applicable to GPA's Combustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	3	5.00	15
10	Federal and Regulatory Compliance	18	15	90
	Supporting documents showing knowledge and experience in complying with federal regulations and other applicable laws on Guam, such as OPA 90, Guam Fire Code, and others.	6	5.00	30
	Supporting documents showing experience and certifications necessary for regulatory reporting applicable on Guam, such as those required by USEPA, Guam EPA, etc.	6	5.00	30
	Supporting documents showing compliance with all federal regulations and applicable laws.	6	5.00	30
11	Financial Information Checklist	10	20	50
	Brief description of company's financial position and capability.	1	5.00	5
	Documentation (such as balance sheet, income statement, financial statement, financial ratio) for the last five years showing company's financial position and capability, audited or reviewed by Certified Public Accountant(s) or other qualified auditing/reviewing firm.			
	Did BIDDER provide complete and detailed financial records?	3	5.00	15
	Were the financial records submitted audited by qualified auditing body or reviewed by qualified reviewing/auditing firm?	3	5.00	15
	What is the quality of company's financial position?	3	5.00	15

Item	Checklist Items	Checklist Weight	RAW RATING SCORE (highest = 5, lowest =1)	WEIGHTED SCORE (Weight x Raw Rating)
12	<b>Insurance Policy</b>	<b>5</b>	<b>10</b>	<b>25</b>
	Provide proof of compliance with GPA's Insurance Requirements, such as a copy of insurance policy similar to those required by GPA in this bid.	3	5.00	15
	Other documentation providing details on your insurance policy, for GPA's review.	2	5.00	10
13	<b>Client References</b>	<b>10</b>	<b>10</b>	<b>50</b>
	At least three (3) client references for similar or larger contracts (Client Name, Position, Company, description of contract with Bidder or affiliates).	5	5.00	25
	At least three (3) letters from current and/or previous clients describing relationship with Bidder, and Bidder's contract performance, for contracts similar to GPA's.	5	5.00	25
14	<b>Mobilization Capability Checklist</b>	<b>10</b>	<b>5</b>	<b>50</b>
	Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing.	10	5.00	50
15	<b>BIDDER Detailed Questions</b>	<b>78</b>	<b>40</b>	<b>300</b>
	Describe your operational model for supporting O&M activities for GPA'sCombustion Turbine Units GE LM2500 PE and GE MS5001 and GE Frame 6.	10	5.00	50
	Describe your company's position on O&M procedure utilization and outage planning activities.	8	5.00	40
	Describe your company's views on the best method of utilizing and balancing internal and external resources (GPA employees vs. contracting out).	5	5.00	25
	Describe your proposed staffing model including staffing optimization plan, for both your employees and GPA employees. For bidder's proposed staffing, please include experience and qualifications of each staff to be assigned to this contract.	8		0
	Please present a proposed organization chart of the PMC organization and the areas of responsibilities for each position. Include the minimum skill level of each position provided by the PMC.	10		0
	Please present a plan to minimize unplanned outages.	8	5.00	40
	Please present a plan to maintain or improve reliability.	8	5.00	40
	Describe additional resources the can be provided to assist GPA in critical repairs or major maintenance work.	8	5.00	40
	Please present your willingness, capability and desire to offer optional financing of GPA's Critical Repairs/Major Maintenance Activities, should GPA require such. Please specify limits and terms of financing available.	8	5.00	40
		5	5.00	25
<b>BIDDER Qualifications Score</b>				
		<b>300.00</b>	<b>255.00</b>	<b>1410</b>

Multi-Step GPA-015-25 Performance Management Contract for the Guam Power Authority

Combustion Turbine Plants

SCHEDULE A: BIDDER QUALITATIVE PROPOSAL

Evaluators Scores

	BIDDER	SCORES				
		Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Multi-Setp GPA-015-25 Performance Management Contract for the Guam Power Authority  
Combustion Turbine Plants

SCHDEULE A: BIDDER QUALITATIVE PROPOSAL  
Qualification / Acceptability

	BIDDER	Qualification / Acceptability				
		Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

A = Acceptable

U = Unacceptable

**SCHEDULE B**

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**PRICE PROPOSAL**

Multi-Step GPA-015-25 Performance Management Contract for the Guam Power Authority  
Schedule B: Price Proposal for the CT Power Plants

BIDDER:

TOTAL BASE CONTRACT PERIOD COST	\$	-	<< BASIS OF AWARD
BASE CONTRACT PERIOD + Option Years	\$	-	

- Instructions to Bidders:
- (1) Fill-out ANNUAL MANAGEMENT FEE, O&M BUDGET and OVERHAUL BUDGET for each Contract Year. Overhaul Budget shall be based on the requirements set in the bid. Front-loaded fees and Escalation are not allowed.
- (2) BIDDERS not following the instructions shall have their Price Proposal rejected for non-responsiveness.

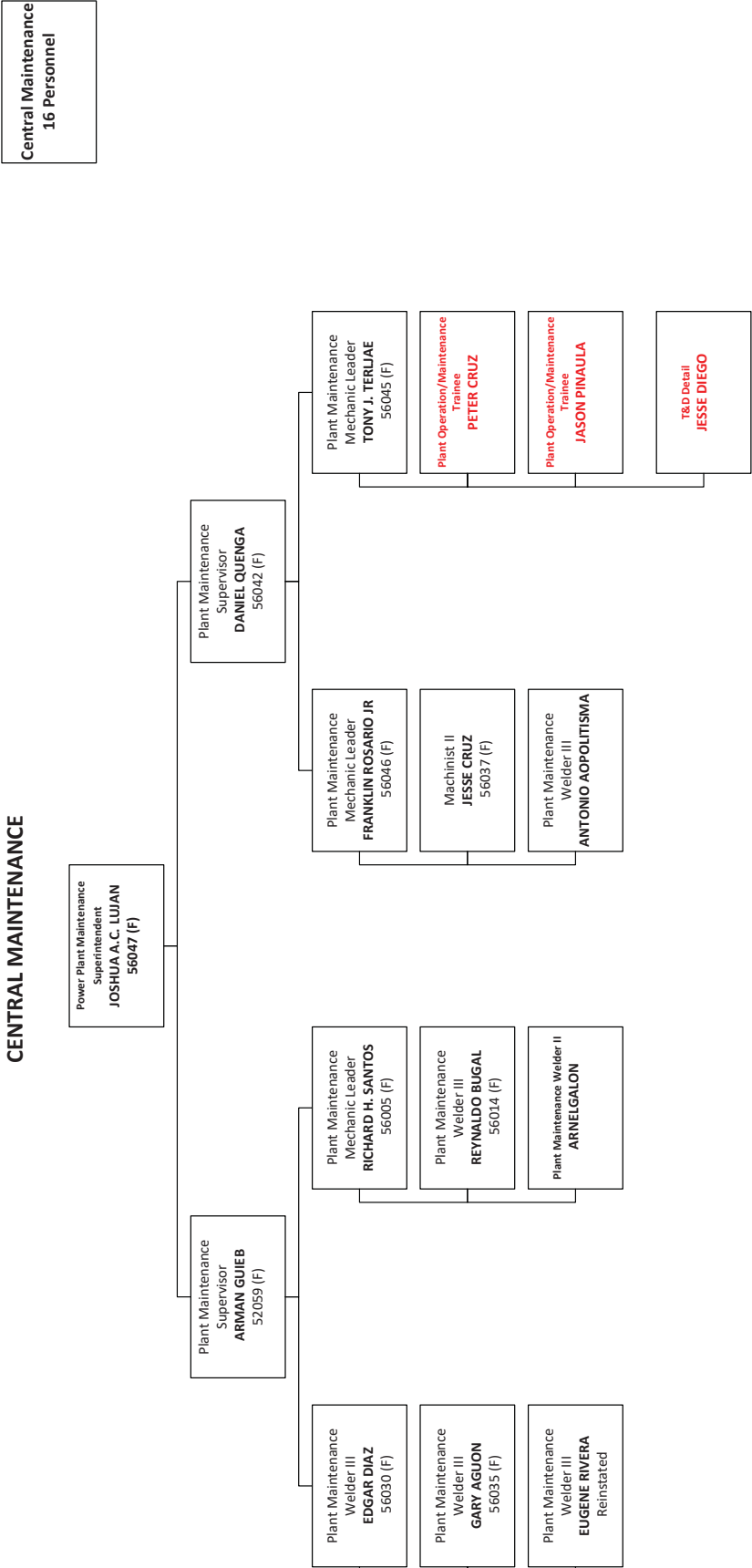
BASE CONTRACT PERIOD		CONTRACT YEAR 1	CONTRACT YEAR 2	CONTRACT YEAR 3	OPTION YEAR 4	OPTION YEAR 5	
		Jan/2026	Jan/2027	Jan/2028	Jan/2029	Jan/2031	
		O&M of Units	O&M of Units	O&M of Units	O&M of Units	O&M of Units	
ANNUAL COST		(pending Annual Management Fee bid)	(pending Annual Management Fee bid)	(pending Annual Management Fee bid)	(pending Annual Management Fee bid)	(pending Annual Management Fee bid)	
1	ANNUAL MANAGEMENT FEE						
2	O&M Budget						
3	OVERHAUL BUDGET						
CY 1 Total		\$ -	\$ -	\$ -			
		CY 2 Total	\$ -				
			CY 3 Total	\$ -	\$ -		
				CY 4 Total	\$ -	\$ -	
					CY 5 Total	\$ -	

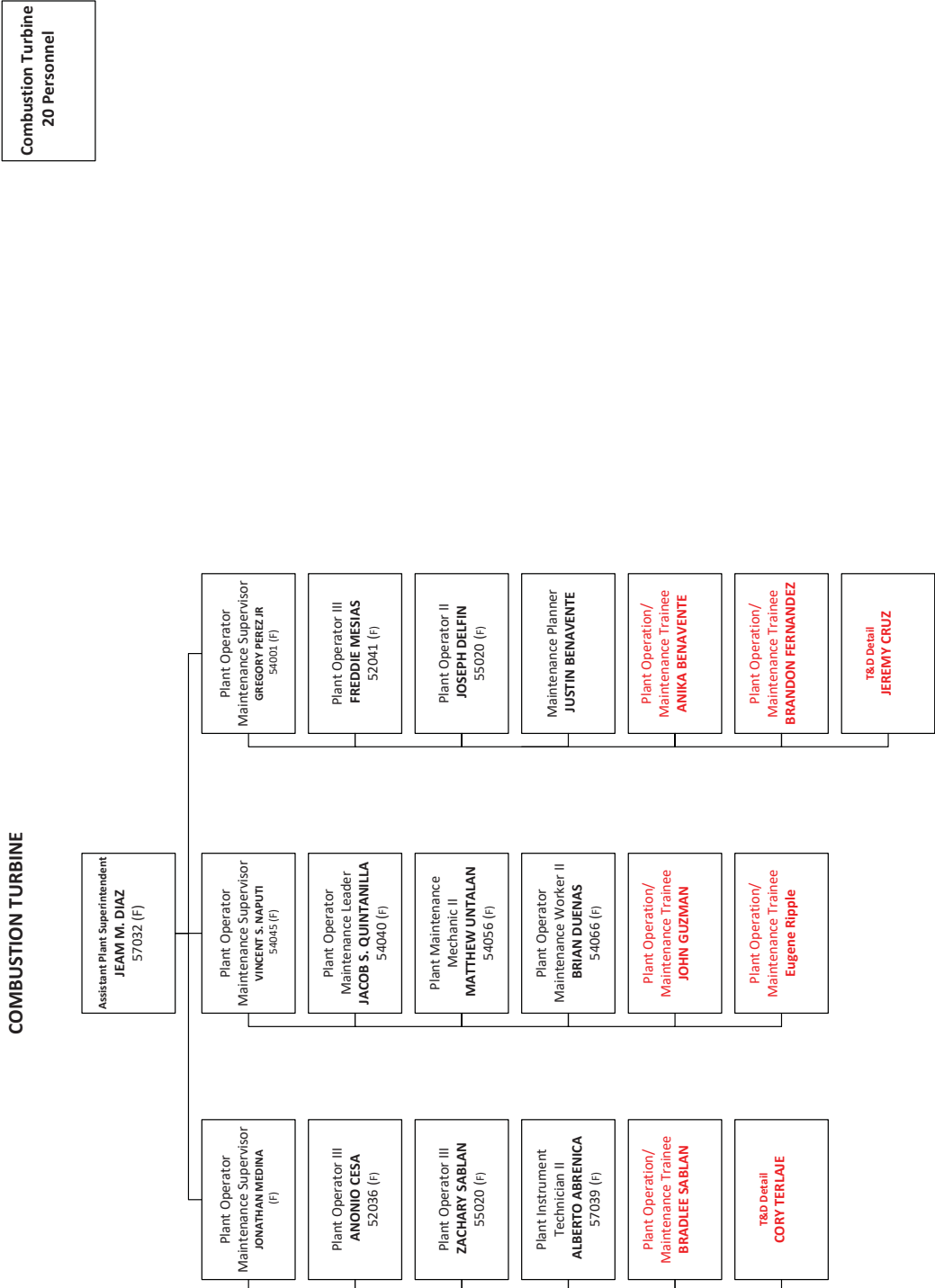
**SCHEDULE C**

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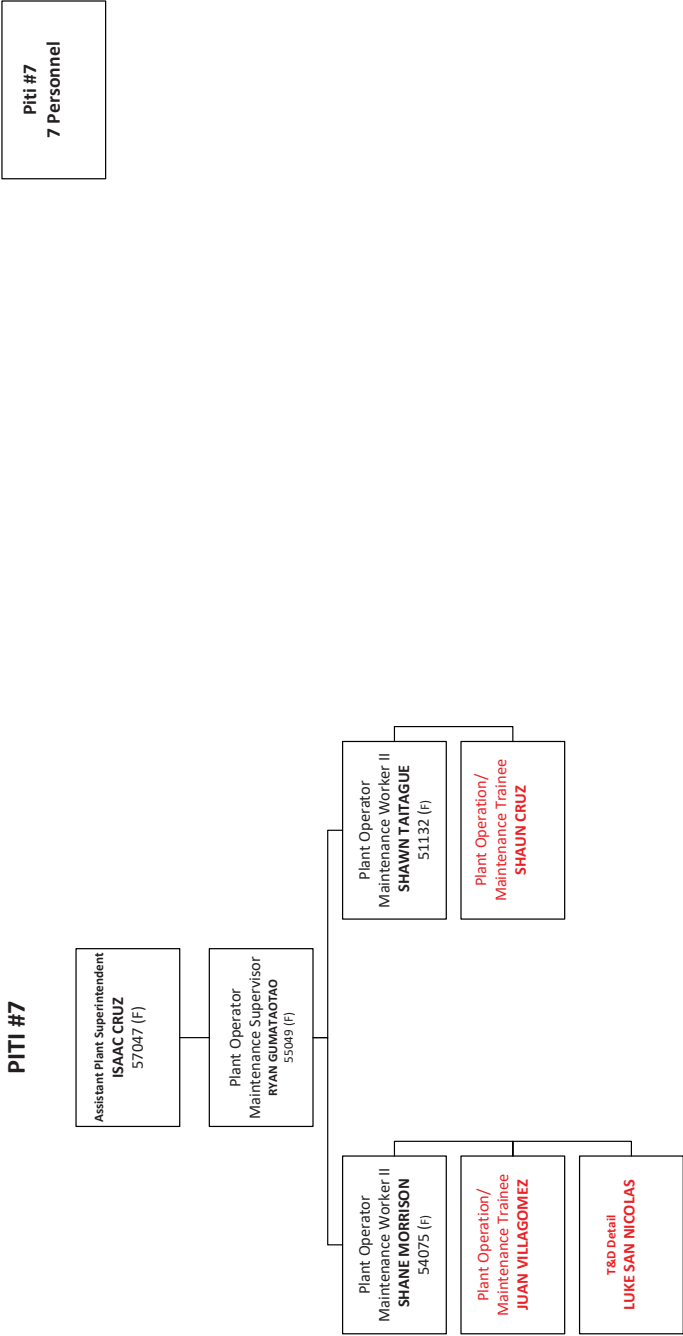
**GPA STAFFING**





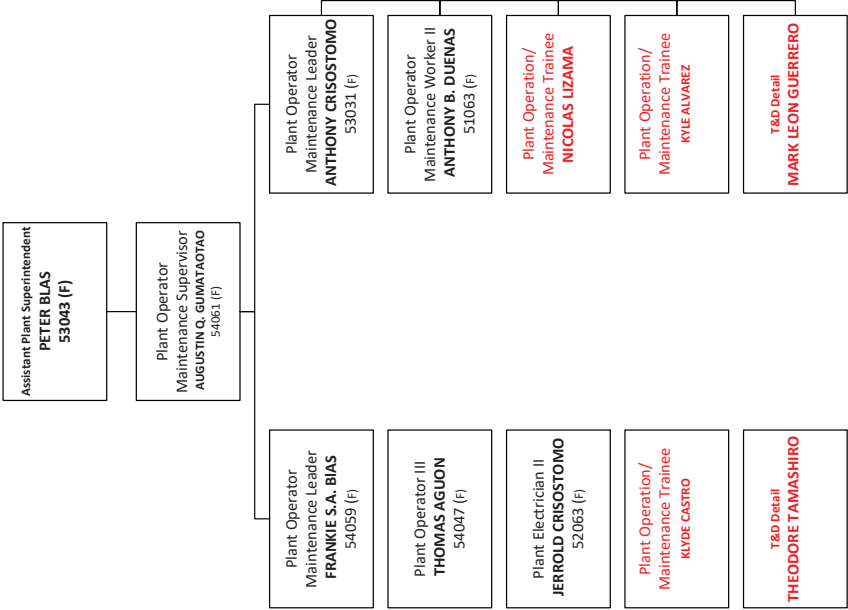


Combustion Turbine  
20 Personnel



Tenjo (Diesels)  
12 Personnel

TENJO (DIESELS)



**SCHEDULE D**

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**RECOMMENDED  
PROJECTS**

SCHEDULE D: RECOMMENDED PROJECTS

Recommended CIPs/PIPs for Contract Year 2026-2030								
Item No	site	DESCRIPTION	CY 2026	CY 2027	CY 2028	CY 2029	CY 2030	JUSTIFICATION
1	DCT	DCT Frame5 Turbine purchases of Instrument key parts	150,000.00		150,000.00		150,000.00	The Unit type ( FRAMES)and had aged KEY components and they will out of service by original vendor, so they needs to replace for the new one that will be including spare parts . Upgrade to new type so we will to get that for keep unit running stable in the future.
2	DCT	DCT#1 /#2 TRICONIX SYSTEM OVERHAUL and operation HMI PC, engineer SERVER upgrade Schneider control systems recently installed in year 2017	200,000.00					The Schneider control system recently installed in year 2017, the operation personal computer and engineer server that should be expired their lifetime, they should be overhaul to exchange major assemblies or change whole sets of the server to extend availability lifetime of the control system.
3	DCT1	DCT 1 exhaust duct internal insulation repair		95,000.00				The internal insulation material in the exhaust duct has been severely eroded, resulting
4	DCT1	Replacement of air intake filter cotton group		60,000.00		60,000.00		Must be replaced after two years of use.
5	DCT1	DCT-1 Main Generator major overhaul		850,000.00				The main generator has been operated over 25 years, it should be carried on a major overhaul including overhaul inspections, repairs, and parts replacement base on operation and maintenance manual.
6	DCT1	DCT-1 125VDC battery system upgrade			90,000.00			Batteries have been in operation for more than 12 years at end of 2028. The expected life time on DDM battery is 10 to 15 years base on operation and maintenance manual.
7	DCT 1	DCT 1 Frame5 Turbine Major Inspection (MI)				7,000,000.00		The estimated operating time will reach the hour limit specified in the maintenance manual.
8	DCT2	DCT 2 exhaust duct internal insulation repair		95,000.00				The internal insulation material in the exhaust duct has been severely eroded, resulting in reduced thermal insulation effectiveness.
9	DCT2	Dededo Combustion Turbine Unit 2 Exhaust Duct (Engine Room) Upgrade		300,000.00				The exterior paint of the smokestack is severely damaged and needs to be repainted to prevent rust and corrosion of the smokestack's metal body.
10	DCT2	Replacement of air intake filter cotton group		60,000.00		60,000.00		Must be replaced after two years of use.
11	DCT	DCT#1,#2 water injection system upgrade			150,000.00			The DCT water injection Unit had aged KEY components and they will out of service by original vendor, so they needs to replace for the new one that will be including spare parts .Upgrade to new type so we will to get that for keep unit running stable in the future.
12	DCT 2	DCT-2 125VDC battery system upgrade			90,000.00			Batteries have been in operation for more than 12 years at end of 2028. The expected life time on DDM battery is 10 to 15 years base on operation
13	DCT 2	DCT-2 Main Generator minor overhaul			400,000.00			The main generator has been operated over 10 years since last overhaul in 2018. It should be carried on a minor overhaul including minor overhaul inspections, repairs, and parts replacement base on operation and maintenance manual.
14	DCT2	DCT 2 Frame5 Turbine Major Inspection (MI)				7,000,000.00		The estimated operating time will reach the hour limit specified in the maintenance manual.
15	DCT 2	DCT-2 13.8KV switchgear panel and 480V PCP panel upgrade					450,000.00	The critical components “circuit breaker” of switchgear panel are obsolete and no spare parts in storage at CT.
16	MCT	MCT RO & EDI system Carbon filter tank renew	50,000.00					The equipment is old, resulting in decreased efficiency and functionality.
17	MCT	Insulation of the MCT turbine body.	65,000.00					The insulation material has deteriorated and is damaged, resulting in reduced thermal insulation effectiveness.

Recommended CIPs/PIPs for Contract Year 2026-2030								
Item No	site	DESCRIPTION	CY 2026	CY 2027	CY 2028	CY 2029	CY 2030	JUSTIFICATION
18	MCT	Replacement of air intake filter cotton group	60,000.00		60,000.00		60,000.00	Must be replaced after two years of use.
19	MCT	Replace MCT Control system with new upgrade control system for LM 2500 and integrated SSCP,AVR,TCP,GCP,VMS,BOP control system and remote control capability from other site.	900,000.00					Replace Legacy Control system (Woodward 501) with new upgrade control system as the system is over 30 years old and control cards/ parts are no longer supported by GE and Woodward. This project will improve the turbine and generator high-performance speed control (droop) and additions of automatic frequency control (isochronous) and remote control. The integrated control systems with HMI will use the network for transfer control data. Additionally, the SSCP, AVR, BOP and VMS systems and components require replacements with upgraded parts and will be integrated with the numerical control system for compatibility with the new TCP and GCP control systems of LM2500. The MCT remote control capability is included in this project.
20	MCT	MCT Black Start control system and power panel upgrade	220,000.00					The critical components of Black Start Diesel Generator are obsolete including the control PLC and main circuit breaker. Currently, there are some difficulties in starting, the instability of the hydraulic speed governor and PLC control, also main circuit breaker failure on remote operation. Therefore, the Black Start Diesel Generator must be upgraded and restore to
21	MCT	MCT FACP PANEL UPGRADE	150,000.00					MCT FACP panel malfunction and the components are obsolete on the market, for power plant safety, it needs to upgrade as soon as possible.
22	MCT	MCT exhaust duct repair and paint		95,000.00				The internal insulation material in the exhaust duct has been severely eroded, resulting in reduced
23	MCT & YCT	MCT,YCT LM2500 CO2 firefighting system upgrade		260,000.00				MCT, YCT CO2 system control penal is old and components are obsolete on the market, so the system need to upgrade to keep it can service in ability.
24	MCT & YCT	YCT,MCT LM2500 Turbine purchases of Instrument key parts		200,000.00		200,000.00		The Unit type ( LM2500)and had aged KEY components and they will out of service by original vendor, so they needs to replace for the new one that will be including spare parts . Upgrade to new type so we will to get that for keep unit running stable in the future.
25	MCT	MCT Expansion joint update			45,000.00			There is minor damage, and the material has deteriorated.
26	MCT	MCT Main Generator minor overhaul				400,000.00		The main generator has been operated over 10 years since last overhaul in 2018. It should be carried on a minor overhaul including minor overhaul inspections, repairs, and parts replacement base on operation and maintenance manual.
27	MCT	MCT turbine exchange					6,000,000.00	The estimated operating time will reach the hour limit specified in the maintenance manual.
28	YCT	YCT RO & EDI system Carbon filter tank renew	50,000.00					The equipment is old, resulting in decreased efficiency and functionality.
29	YCT	YCT exhaust duct repair and paint	95,000.00					The internal insulation material in the exhaust duct has been severely eroded, resulting in reduced
30	YCT	Insulation of the YCT turbine body.	65,000.00					The insulation material has deteriorated and is damaged, resulting in reduced thermal insulation effectiveness.
31	YCT	YCT Make a turbine generator roof	95,000.00					Long-term roof leaks can cause damage to the unit.
32	YCT	Replacement of air intake filter cotton group	60,000.00		60,000.00		60,000.00	Must be replaced after two years of use.

Recommended CIPs/PIPs for Contract Year 2026-2030								
Item No	site	DESCRIPTION	CY 2026	CY 2027	CY 2028	CY 2029	CY 2030	JUSTIFICATION
33	YCT	YCT Hot section					2,700,000.00	The estimated operating time will reach the hour limit specified in the maintenance manual.
		TOTAL CIPs/PIPs BUDGET	1,810,000.00	2,015,000.00	895,000.00	14,720,000.00	9,270,000.00	



**SCHEDULE E**

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**Plant Inventory**

Instrument list in Container						
Item	Name	Type	UNIT	Q'ty	Pos	Remark
1	501 controller Service panel (keyboard with display)	NA	EA	2	A2	YCT/MCT WW501
2	501 controller standard backmountable enclosure	P/N 5439-746	EA	2	A2	YCT/MCT WW501
3	CPU module SEQ Control(NO CHIP)	P/N 5463-567	EA	1	A1	YCT/MCT WW501(A14)SQ156
4	Auxiliary memory	P/N 5463-571	EA	1	A1	YCT/MCT WW501(A15)SQ156
5	CPU module Fuel Control	P/N 5463-569	EA	1	A1	YCT/MCT WW501(A14)FC156
6	Auxiliary memory	P/N 5463-573	EA	1	A1	YCT/MCT WW501(A15))FC156
7	Discrete input module(28 points per module)	P/N 5462-757	EA	6	A1	YCT/MCT WW501
8	Discrete output module(28 points per module)	P/N 5462-758	EA	4	A1	YCT/MCT WW501
9	4-20mA Input module(8 points per module)	P/N 5461-651	EA	1	A1	YCT/MCT WW501
10	4-20mA output module(8 points per module)	P/N 5461-644	EA	1	A1	YCT/MCT WW501
11	Type K Thermocouple module (8 isolated inputs per module)	P/N 5462-948	EA	3	A1	YCT/MCT WW501
12	Magnetic pickup module	P/N 5462-718	EA	3	A1	YCT/MCT WW501
13	Final driver module	P/N 5463-305	EA	2	A1	YCT/MCT WW501
14	Serial I/O module(2 ports per module)	P/N 5463-473	EA	2	A1	YCT/MCT WW501(A13)
15	Power supply module (24V input)	P/N 5461-975	EA	2	A1	YCT/MCT WW501
16	Power supply module (secondary)	P/N 5462-750	EA	2	A1	YCT/MCT WW501
17	Power supply module (AUX)	P/N 5463-034	EA	2	A1	YCT/MCT WW501
18	Special module isolaed tyupe(DPS3/DT)	P/N 5463-497	EA	1	A1	YCT/MCT WW501
19	100 Ohm RTD module (8 inputts per module)	P/N 5461-654	EA	3	A1	YCT/MCT WW501
20	10A Relay box (28 relay per box)	P/N 5461-645	EA	3	A2	YCT/MCT WW501
21	4-20mA Input module(8 points per islated type module)	P/N 5463-581	EA	4	A1	YCT/MCT WW501
22	Special module isolaed tyupe(DPS3/DT)	P/N 5463-497	EA	2	A1	YCT/MCT WW501
23	MODEL 3009 MAIN PROCESSOR MODULES	P/N 3009	EA	1	A1	DCT1/DCT2 TRICONEX
24	TRICON COMMUNITION MODULE (TCM)	P/N 4351B	EA	1	A1	DCT1/DCT2 TRICONEX
25	POWER MODULE	P/N 8310	EA	1	A1	DCT1/DCT2 TRICONEX
26	ISOLATED THERMOCOUPLE 16 POINTS	P/N 3708E	EA	1	A1	DCT1/DCT2 TRICONEX
27	SUPERVISED DISCRETE OUTPUT 24V 32 POINTS	P/N 3625	EA	1	A1	DCT1/DCT2 TRICONEX
28	DIFFRENTIAL ANALOG INPUT +/- 5V 32 POINTS	P/N 3721	EA	1	A1	DCT1/DCT2 TRICONEX
29	24VAC/DC DIGITAL INPUT WITH SELF TEST (TMR)	P/N 3503E	EA	1	A1	DCT1/DCT2 TRICONEX
30	BIPOLAR ANLOG OUTPUT 4 OUTPUTS/4INPUTS	P/N 3807	EA	1	A1	DCT1/DCT2 TRICONEX
31	ANGLOG OUTPUT 8 POINTS	P/N 3805E	EA	1	A1	CT INLET AIR DP GAGE
32	ENHANCE PULSE INPUT 8 POINTS	P/N 3511	EA	1	A1	DCT1/DCT2 TRICONEX
33	Proface HMI GP4502WW	PFXGP4502DADW 24VDC	EA	1	A1	MCT/YCT RO+EDI
34	A/D MODULE	MITSUBISHI FX2N-8AD	EA	2	A1	MCT/YCT RO+EDI

35	A/D MODULE	MITSUBISHI FX3U-4AD	EA	2	A1	MCT/YCT RO+EDI
36	D/A MODULE	MITSUBISHI FX3U-4DA	EA	2	A1	MCT/YCT RO+EDI
37	COMMUNICATION MODULE	MITSUBISHI FX3U-ENET-L	EA	2	A1	MCT/YCT RO+EDI
38	EXT DI MODULE	DVP08SM11N 8 points DI	EA	2	A1	MCT/YCT RO+EDI
39	EXT DI MODULE	MITSUBISHI FX2N-16EX-ES/UL	EA	3	A1	MCT/YCT RO+EDI
40	PLC CONTROLLER CPU	MITSUBISHI FX3U-64MR-ES/A	EA	2	A1	MCT/YCT RO+EDI
41	PLC CONTROLLER CPU	DVP20SX211R	EA	2	A1	MCT/YCT RO+EDI
41	ANGLOG MODULE	DVP04AD-S	EA	1	A1	MCT/YCT RO+EDI
42	CONDUCTIVITY TRANSMITTER	SUNTEX EC-4110 WITH JB8-09	EA	2	A1	MCT/YCT RO+EDI
43	CONDUCTIVITY EXT CABLE	MODEL 8-120/ 7PIN	EA	1	A1	MCT/YCT RO+EDI
44	CONDUCTIVITY PROBE	MODEL 8-222/ K=0.05	EA	1	A1	MCT/YCT RO+EDI
44	PRESSURE TRANSDUAER	HUBA CONTROL 0-10BAR/4-20mA	EA	1	A1	MCT/YCT RO+EDI
44	WIRELESS 802.11ac WAVE 2 MU-MIMO	D-LINK AC1750	EA	1	A1	MCT/YCT RO+EDI
45	PRESSURE GAUGE	0-60PSI WIKA 232 34 4.5"	EA	4	A1	MCT/YCT INJECTION WATER PANEL
46	PRESSURE GAUGE	0-1500PSI WIKA 232 34 4.5"	EA	0	A1	MCT/YCT INJECTION WATER PANEL
47	PRESSURE SWITCH	0-30PSI ASHCROFT GPSN4GV7 XK3	EA	2	A1	DCT INJECTION WATER INLET PRESS SW
48	K-TYPE THERMO CA CABLE	AL-CHROMEL	M	20	A1	THERMCOUPLE CABLE
49	HYDROLIC START SKID CONTROL BOARD	MONAGHAN ENGINEERING	EA	1	A1	MCT/YCT STRAT SKID
50	POWER SUPPLY	WEIDMULLER 100-240VAC/24VDC-3A	EA	1	A1	MCT/YCT STRAT SKID
51	65FP SV	MOOG G771K201	EA	1	A1	DCT 90TV SERVO VALVE
52	USED 65FP SV	MOOG G771K201	EA	1	A1	DCT 90TV SERVO VALVE
53	DIFFERENTIAL PRESSURE GAGE	DWYER 0-15IN OF WATER	EA	4	A1	CT INLET AIR DP GAGE
54	RATCHET RELAY	ANLY AG4Q-212S 110VAC	EA	1	A1	MCT/YCT COMPRESSOR EXCHANGE RELAY
55	SOLENOID VALVE	CEME 2W/2P 230VAC 3/4" NPT FEMALE	EA	1	A1	COMMON
56	SOLENOID VALVE	BURKERT G1/4PN0-4BAR 24VDC 8W	EA	4	A1	COMMON
57	POWER SUPPLY	MW NEAS-200-24 100-120VAC OR 200-240VAC/24VDC 8.8A	EA	1	A1	COMMON
58	PURIFIER GUAGE	SIKA MREG/63-g/2.5bar/2000-16000 l/h	EA	2	A1	MCT/YCT PURIFIER UNIT
59	POWER SUPPLY	HP Z440 700W DELTA POWER SUPPLY 858854-001 719795-004 DPS-700AB-1	EA	2	A1	DCT HMI POWER SUPPLY
60	MICRO SWITCH	DTF2-2RN-LH	EA	1	A3	COMMON
61	PRESSURE GAUGE	IK 0-7KG/CM2 4"*3/8 PT	EA	1	A3	COMMON
62	PRESSURE GAUGE	IK 0-15KG/CM2 4"*3/8 PT	EA	2	A3	COMMON
63	PRESSURE GAUGE	ATLANTIS 4"*1/2 NPT	EA	1	A3	COMMON
64	LIGHT BULB	30V 40mA	PAK	1	A3	COMMON
65	GREASE FITTING	1/8 PT	PAK	2	A3	COMMON
66	RTD SENSOR	HARCO LABS PN100422-1	EA	1	A3	MCT/YCT LM2500 LUBE OIL SUMP
67	LED BULB	LPSB-WF-08A2 T6.8*28mm 120V	PAK	4	A3	DCT

68	BALL BULB	T 24V3W	EA	4	A3	DCT
69	DIFF PRESSURE GAGE	MID-WEST 120-02250-30PSID 150F	EA	1	A3	DCT
70	PILOT SOCKET	VDE0630 ATL 60V 1.2W	BOX	1	A3	DCT
71	TERMINAL	K.S O TYPE 2-4L	PAK	1	A3	COMMON
72	TERMINAL	K.S O TYPE 1.25-5	PAK	1	A3	COMMON
73	TERMINAL BLOCK	KH-6115S	EA	6	A3	WITH FIX CLIP
74	PRESSURE GAGE	0-5KG/CM2 2"*1/4 NPT	EA	2	A3	COMMON
75	PRESSURE GAGE	0-11KG/CM2 2"*1/4 NPT	EA	1	A3	COMMON
76	TERMINAL	Y TYPE 2.5-4	PAK	1	A3	COMMON
77	TERMINAL	Y TYPE 1.5-4	PAK	1	A3	COMMON
78	THERMOCOUPLE	KTYPE DCT #1#2 BEARING	EA	8	A3	DCT
79	THERMOCOUPLE	KTYPE DCT WHEEL SPACE	EA	4	A3	DCT
80	3-AWY VALVE /W MOTOR DRIVE	1.5-MG4-11D110T9M1GAQ-CM2002 150#RFF CF8MBODY& PLUG, CD4M TOP CAP	SET	2	A4	MCT LUBE OIL COOLING SYSTEM
81	2/2WAY EPDM DIAPHRAGM VALVE	SEG 1 1/4 ANSI-150lb NC	SET	2	A1	
82	2/2WAY EPDM DIAPHRAGM VALVE	SEG 1/2" ANSI-150lb NC	SET	2	A1	
83	COAXIAL CABLE FITTING		EA	12	A1	
84	COAXIAL CABLE PEEL CUTTER	PAT	EA	1	A1	
85	SOCKET	125V 15A	EA	3	A1	
86	LCD MONITOR	ACER K222HQL	EA	1	A1	
87	SINGLE MODE FIBER CABLE	LSZH-G657A SC-SC 2mm 2M	EA	1	A1	
88	SINGLE MODE FIBER CABLE	ST-SC DX9/125um 3.0 3M	EA	3	A1	
89	SINGLE MODE FIBER CABLE	SC-SM SX9/125um 0.9 1.5M	EA	13	A1	
90	IR BULLET CAMERA	INDOOR/OUTDOOR HIKVISION TW16D0T-IR 3.6mm 1080p	EA	3	A1	
91	POWER FOR IR BULLET CAMERA	DVE DSA-12PFU-12FSU 100-240VAC/12VDC	EA	3	A1	
92	Shield cable	PVC 22AWG*1P	M	20	A1	
93	PVC CABLE	30/0.18 2C	M	100	A1	
94	COAXIAL CABLE	5CFB/RG6U 75 Ohm	M	200	A1	100 PER REEL
95	COAXIAL CABLE	RG/58AU	M	100	A1	
96	DIGITAL VIDIO RECORDER	HIKVISION DS-7204HQHI-K1/4CH	SET	1	A1	WITH ADAPTER & OPTICL MOUSE
97	PUMP INCLUDING RELIEF VALVE	TWIN DISC PACIFIC TORQUE CONVERTER	EA	1	A1	DCT
98	300LB WHT BATH SCALE	300LB	EA	1	A4	
99	Fuel Bypass Valve	GE P/N: 118D5749-G001	EA	1	A1	DCT Fuel
100	Littlefuse	1/20A 125V 3.2ohms very-fast-acting 0273.050H	EA	1	A1	YCT firr protection
101	Littlefuse	2A 125V 0.0425ohms very-fast-acting 0273002.H	EA	1	A1	YCT firr protection
102	HP Z440 700W DELTA POWER SUPPLY	858854-001 719795-004 DPS-700AB-1	EA	2	A1	DCT HMI PC
103	Press Gage	NSG 25-901-0-300 2 1/2 OIL FILLED 300# 1/4LM 300PSI	EA	5	A	FORM SYSTEM

104	Seagate SSHD	2TB SATA 6GB/64MB ST2000DX001	EA	1	A1	DCT HMI PC
105	Potter1010210 superviory switch	OSYSU-2-CRH	EA	2	A1	5250062 Potter Tamper KEY Hex temperproof Hole one end*1
106	Power Supply	ETU-3MNO4UP	EA	1	A1	XYCOM
107	Power Supply Adapter Converter Regulator 5.5mmx2.1mm DC Plug	12V 6A	EA	1	A1	XYCOM LCD
108	Honeywell Micro Switch	BZ-2R244-P1	EA	4	A1	MCT Fuel governor valve repairing parts
109	Resistivity sensor c=0.05	Suntex 8-222	EA	2	A1	YCT water system parts(for DCT/MCT/YCT)
110	Suntex bypass chamber	8-TF02 3/4"	EA	1	A1	
111	Suntex Cable 20M	8-120	EA	1	A1	
112	METTLER TOLEDO PH	HA405-DPA-SC-S8/120 0-14	EA	2	A1	
113	PANCAKE COPPER TUBE	3/8"x1.0mm x30 M	LOT	1	C	
114	BRASS FERRULE	1/4", 5/16", 3/8"10PCS/PAK	LOT	1	B	
115	UNION CONNECTOR	1/4" x 1/4" NPT 10PCS/PAK,5/16" x 3/8" NPT 10PCS/PAK,3/8" x 3/8" NPT 10PCS/PAK	LOT	1	B	
116	Swagelok	SS-400-SET 1/4" front/back,SS-600-SET 3/8" front/back, Nut /Ferrule set SS-400-NFSET 1/4" cap /front/back, Nut /Ferrule set SS-600-NFSET 1/4" cap /front/back	LOT	1	B	
117	PLC CONTROLLER	Mitsubishi FX5U-64MR/ES	EA	1	A1	DCT CARBON FILTER
118	Analog Input Module	Mitsubishi FX5-4AD-ADP	EA	1	A1	DCT CARBON FILTER
119	HMI Touch Screen	Mitsubishi GS2107-WTBD	EA	1	A1	DCT CARBON FILTER
120	Flow Meter	Burkert Flow 8025 Coil Long,24Vdc output 4-20mA	EA	1	A1	DCT CARBON FILTER
121	Pressure Transducer	/Danfoss DST P140 0-10Bar,24Vdc output 4-20mA,ID 075G1245	EA	2	A1	DCT CARBON FILTER
122	EGT Thermocouple signal isolate converter transmitter	0-50mV/4-20mA POWER 24Vdc	EA	1	A1	YCT EGT SIGNAL CONVERTER TRNSMITTER
123	Connector brass ferrule	4mm bore	EA	48	A1	WATER SYSTEM GUGE TUBE
124	AUTO AIR DRAIN	FA-100A1	EA	2	A1	
125	AIR REGULATOR	SHANKO UR-02N 0-9.9KG/cm2 1/4"	EA	3	A1	
126	HYDRAULIKA CYLINDER	ZU 100-SA	EA	3	A1	DCT JAW CLUTCH ACTUATOR
127	Acclerometer Extension Cable	25192-009	EA	1	A1	TURBINE VIB PROTECTION

Instrument list in DCT storage or dock						
Item	Name	Type	UNIT	Q'ty	Pos	Remark
1	RTD SENSOR	HARCO LABS PN100422-1	EA	11	2F	MCT/YCT LM2500 LUBE OIL SUMP
2	Power supply module (24V input)	P/N 5461-975	EA	2	2F	YCT/MCT WW501
3	Power supply module (secondary)	P/N 5462-750	EA	1	2F	YCT/MCT WW501
4	RTD CABLE W/ CONNECTOR	HARCO LABS	EA	4	2F	MCT/YCT LM2500 LUBE OIL SUMP
5	Potentiometer	Single turn rotary potentiometer #1701R1KL.2	EA	4	2F	TANK LEVEL GAUGE PARTS
6	FLOW SWITCH	FCI FLT93F-0B1A603C4A03000	SET	3	2F	MCT/YCT VENT AIR FLOW
7	Accelerometer 50PC/G	6240M51 7 Foot hard lead	EA	2	2F	TURBINE VIB PROTECTION
8	Probe 3300 8mm BENTLY RVS MNT	330105-02-12-05-02-05	EA	2	2F	GENERATOR VIBRATION PROTECT
9	Extension Cable 4.5 meter	330130-045-01-00	EA	2	2F	GENERATOR VIBRATION PROTECT
10	Extension Cable 8.5 meter	330130-085-01-00	EA	2	2F	GENERATOR VIBRATION PROTECT
11	PROXIMITOR 3300XL 5 METER PANEL MOUNT	330180-50-00	EA	2	2F	GENERATOR VIBRATION PROTECT
12	PROXIMITOR 3300XL 9 METER PANEL MOUNT	330180-90-00	EA	2	2F	GENERATOR VIBRATION PROTECT
13	Charge amplifier for BN3300	86517-01-01-01-01 24Vdc	EA	2	2F	VIBRATION PROTECT
14	Microprocess analog signal meter relay	Input:4-20mA (EXC 24V) ,LED Display 0-9999Output:2-Alarm 1a1b , Source 90Vac~260Vac	EA	1	2F	DCT RAW WATER TANK LEVEL CONTROL
15	SENSOR,N1 MAGENTIC SPEED PICKUP	0.783294HZ/RPM	EA	0	2F	N1 SPEED & N2 SPEED PROBE WITH CONNECT CABLES(MCT/YCT)
16	CABLE,FOR ABOVE N1 SENSOR		EA	0	2F	N1 SPEED & N2 SPEED PROBE WITH CONNECT CABLES(MCT/YCT)
17	SENSOR,N2 MAGENTIC SPEED PICKUP	1.38333HZ/RPM	EA	2	2F	N1 SPEED & N2 SPEED PROBE WITH CONNECT CABLES(MCT/YCT)
18	Varec 2500ATG Gaugehead spare parts	B8235-005*5, B7720-071*20, B8218-001*20, B8234001*5, BA17597*5, P34-4*5, B7796005*5, DA4044*7, BM18849-100*20, P14-146*5, P25-16*20, P14-23*5, P10-29*5, P13-20*5, 02-08543*5, P0314-05-1721*5, P031-07-1679*20, P031-01-1719*5, P31-612*5, P31-08-1720*20	LOT	1	2F	YCT/MCT/DCT VARAC LEVEL GAGE REPAIR PARTS
19	HYDROLIC FILTER	0060D010BNHC	EA	0	2F	MCT/YCT TURBINE LIQUID OIL FILTER RETURN RESERVIOR
20	ROSEMOUNT GAUGE PRESSURE TRANSMITTER	1151GP7E 0-300PSI /4-20mA LINER	EA	1	2F	SCAVENGE OIL DISCHARGE TRANSMITTER MCT/YCT
21	K TYPE THERMOCOUPLE L=425mm	1/2"PT MALE CONNECTOR 7/8" HEX HEAD	EA	8	2F	DCT EXHAUST TT-XD- TEMPERATURE THERMOCOUPLE
22	K TYPE THERMOCOUPLE PLUG/SOCKET	OMEGA OSTW-K-M / OSTW-K-F	EA	28	2F	DCT K-TYPE THERMOCOUPLE CONNECTOR
23	K TYPE THERMOCOUPLE L=50mm	1/2"-20UNF / 1/2" PT MALE CONNECTOR	EA	4	2F	DCT CTD TEMPERATURE THERMOCOUPLE

24	SMOKE DETECTOR	NOTIFIER NP-100	EA	3	2F	DCT
25	HEAT DETECTOR	NOTIFIER NH-100	EA	5	2F	DCT
26	PULL STATION	NOT-BG12X ADDRESSABLE	EA	10	2F	DCT
27	SRK(STOBE)	RED CLEAR OUTDOOR	EA	3	2F	DCT
28	MONITOR	NOTIFIER NMM-100 NC-100	EA	10	2F	DCT
29	ASCO Red Hat Rebuild Kit	302182 for solenoid valve8320A190	EA	3	2F	DCT 20WN-1/2 REBUILD KIT
30	MASONEILAN VALVE CAMFLEX MOTOR OPERATOR	1 1/2 OM-35012 POWER 110V LVDT FEEDBACK	EA	1	2F	DCT1 WATER INJECTION VC4 FLOW CONTROL MOTOR ACTUATOR VALVE(DCT#2 OLD)
31	ATKOMATIC SOLENOID VALVES	32810-002PLAA2C 3/8"24VDC	EA	1	2F	FUEL BYPASS SOL
32	ATKOMATIC SOLENOID VALVES	31840-1598A 1" 24VDC	EA	1	2F	MCT LIQUID FUEL SHUT OFF SOL
33	MASONEILAN VALVE REDUCE PRESS REGULATOR	1 1/2 525-50 600#RF SS/SS	EA	1	DCT1	DCT1 WATER INJECTION VPR61(VCS) PRESSURE DECREASE ADJ
34	CHECK VALVE	VOGT 1" S-74	EA	1	2F	LM2500 FUEL DRAIN LINE CHECK VALVE
35	MAGNETIC PICKUP SENSOR	A.I.TEK RH 1522-013	EA	1	2F	DCT Turbine speed sensor
36	BURKERT SOLENOID VALVE	5282-00-A20,0BBMSNM85-0-024/DC-08	EA	3	2F	MCT/YCT FUEL PURIFIER SEAL WATER SOLENOID VALVE
37	Paddlewheel flow sensor	+GF+ SIGNET P51530-P0	EA	1	2F	DCT RO SYSTEM PURE WATER FLOW SENSOR
38	LM2500 compressor inlet temperature sensor	WoodWard 8900-067	EA	0	2F	LM2500 CIT SENSOR
39	FRAME 5 Compressor Discharge press sensor	0-200psi/0-5V 1/2"NPT 24Vdc	EA	2	2F	DCT CDP SENSOR
40	SKF DEEP GROOVE BALL BEARING	6024-2Z	EA	1	2F	DCT JAW CLUTCH BEARING
41	LOCK WASHER	AW-23	EA	1	2F	DCT JAW CLUTCH BEARING
42	8561-840 WOODWARD PSG GOVERNOR	REPLACEMENT P/N FOR P/N 8562-883	EA	0	2F	MCT BLK START GOVERNOR
43	PM MOTOR	5484-735	EA	0	2F	MCT BLK START GOVERNOR
44	CONTROL VARIABLE STATOR VANE	9902-406/W3185ES/N 406	EA	2	1F	MCT/YCT PUBLIC SPARE VSV
45	Woodward FUEL Valve	8915-046	EA	1	DCT2	MCT/YCT
46	Woodward Water Injection Valve	8915-103	EA	1	DCT2	MCT/YCT
47	Woodward Water Injection Valve	8915-103	EA	1	1F	DCT2 DECK
48	CABLE, VSV FEEDBACK	L21693P02TD	EA	2	2F	MCT/YCT
49	TEMPERATURE SWITCH	U.E.C E122--3BS-M202-6S6S	EA	1	2F	DCT TEMPERATURE SWITCH 26BA-1
50	Seamless stainless steel tube	1/4"*0.89t*3M	EA	1	1F	
51	Seamless stainless steel tube	3/4"*1.24t*3M	EA	1	1F	
52	Seamless stainless steel tube	5/16" OD * 0.035" T* 3M L	EA	2	1F	
53	Seamless stainless steel tube	1/2" OD * 0.049" T* 3M L	EA	2	1F	
54	Seamless stainless steel tube	3/8" OD * 0.049" T * 3M L	EA	2	1F	
55	LED MONITOR	HP P244 IPS 23.8"-1080P	EA	0	2F	DCT HMI MONITOR
56	PUSH-PULL UNIT	Allen-Bradley 800H-FPX6A5 TYPE 7&9	EA	5	2F	MCT/YCT UNIT EMERGENCY STOP PUSH BUTTON
57	Flow Divider for GE MS 5001/P	Scherzinger pump 10618N	SET	1	DCT1	WITH 3 flow magnetic pickup
58	TEMPERATURE SWITCH	ITT NEO-DYN 100TC5DCC6A15 (100TC54C0615)	EA	2	2F	MCT/YCT LUBE OIL/FUEL SYSTEM

59	PRESSURE SWITCH	ITT NEO-DYN 132P48C6A (132P4S129)	EA	3	2F	MCT/YCT LUBE OIL/FUEL SYSTEM
60	DIFF. PRESSURE SWITCH	ITT NEO-DYN 160P46C6A (160P4S36/160P4S43)	EA	5	2F	MCT/YCT LUBE OIL/FUEL SYSTEM
61	PRESSURE SWITCH	ITT NEO-DYN 132P46C6B	EA	2	2F	MCT/YCT LUBE OIL/FUEL SYSTEM
62	PRESSURE GAGE	ASHCROFT 1377-S-TA-0/100 pressure gauge 1/4" NPT back connect ; 4 1/2" Dial ,0-100psig range.	EA	4	2F	MCT/YCT LUBE OIL/FUEL SYSTEM
63	FLAME SCANNER	ITS 967X7179M372	EA	2	2F	DCT FLAME DETECTOR
64	FUEL STOP VALVE W LIMIT SW	3937D100-G002	EA	1	DCT1	WOODBBOX PO CT-495-DCT
65	LM2500 OIL SUMP RTD CONNECTOR N CABLE	Military connector 83723-86G1005N	EA	0	2F	
66	YCT Foam system	Liner Heater Detector	LOT	1	2F	CT FOAM SYSTEM
67	Acceleromter Extend Cable	607208-00	EA	2.	2F	MCT/YCT Acclerometer EX cable common parts
68	ATKOMATIC SOLENOID VALVE	32450-004PJFC3CT 1 1/4" 125Vdc w/ manual throttling	EA	1	2F	DCT#1/#2 Torque Converter Lube Oil Throttling SOV
69	LM2500 N2 Cable	Norwich Aero 120-00032-03 AuxitrolWeston Speed	EA	1	2F	MCT/YCT N2 cable common parts
70	Motor Actuator	uni-D 1UM011AA10 UM-1 10W 10sec Actuator AC110V	EA	2	2F	RO+EDI PARTS
71	Motor Valve	1UM012AA20A44A UM-1-40-PVC 1-1/2" Ball valve AC-220V	EA	1	2F	CABON FILTER PARTS
72	Motor Valve	1UM0328D20C46A UM-3-65-PVC 2-1/2" Ball valve AC220V	EA	1	2F	CABON FILTER PARTS
73	Motor Valve	1UM0328D20D46A UM-3-80-PVC 3" Ball valve AC220V	EA	1	2F	CABON FILTER PARTS
74	FRAME 5 Sarrk plug	178C6072G002	EA	2	2F	DCT SPARK PLUG ASSY
75	IGNITION LEAD CABLE	RTO74600	EA	1	2F	DCT IGNITION LEAD
76	IGNITION LEAD CABLE	RTO74601	EA	1	2F	DCT IGNITION LEAD
77	LBTY34BAB1 SYSTEM,YCT/MCT	T5.4 THERMOCOUPLE-KIT for MCT LM2500 thin flange	SET	1	2F	INDIVIDUAL T5.4 11 PROBES N CABLE
78	IGV ACTUATOR	Actuator Assembly, Parts No. 7645C004-G001	SET	1	2F	DCT IGV PARTS
79	Electromagnetic Multi-Disc clutch	Maker: Stromag model:ERD 25 125VDC 77W	SET	2	2F	DCT#1,2 Fuel Clutch
80	PVC-PVC/CVV Control cable*100M	600V 1.25mm2-8C	ROL	2	2F	
81	Bypass Valve for GE MS 5001/P	6735D500-G001 Liquid Fuel GE P/N: 118D5749-G001	SET	1	DCT1	Bypass Valve FOR DCT FUEL CONTROL
61	PRESSURE SWITCH	ITT NEO-DYN 132P41C6B 50-250psi	EA	8	2F	MCT/YCT LUBE OIL/FUEL SYSTEM
82						
83						



Instrument tools						
Item	Name	Type	UNIT	Q'ty	Pos	Remark
1	DEGITAL MULTIMETER	FLUKE 87V/W PROBE	SET	1	J	GPA PROPERTY
2	DEGITAL MULTIFUNCTION PROCESS CALIBRATOR	FLUKE 725/W PROBE	SET	1	J	GPA PROPERTY
3	DIGITAL OSCILLSCOPE	ROHDE & SCHWARZ	SET	1	J	GPA PROPERTY
4	DEADWEIGHT TESTER	ASHCROFT DWT-12268/W WEIGHT	SET	1	J	GPA PROPERTY
5	PRECISION PRESSURE GAGE	HEISE 0-1000 PSI	EA	1	J	GPA PROPERTY

COMBUSTION TURBINE DEDEDO, MACHECHE, YIGO

Electrical parts stored at Dededo CT power plant

Updated Date: 12/11/2024

Item #	Description & Specification	Usage	Equip.	Qty	Unit	Location	Remark
1	SIEMENS SBA2016DV INSULATED CASE BREAKER COMPLETE WITH: 120VAC MOTOR OPERATOR (SBEO120) 120VAC REMOTE CLOSE 120VAC SHUNT TRIP (SBST120) SB12TLSIG TRIP UNIT 1600A RATING PLUG	MCT & YCT	Aux. Tr, Circuit Breaker	2	EA	DCT-1 SWGR	
2	4 Inch (120*120*38mm), 110-120V/60Hz 0.23 Amp cooling fan (2-pin & ball), KAKU KA1238HA1SAT	DCT/MCT/YCT	CONTROL PANEL	10	EA	DCT2 2F	
3	4 Inch (120*120*38mm), 220-240V/60Hz 0.12 Amp cooling fan (2-pin & ball), KAKU KA1238HA2SAT	DCT/MCT/YCT	CONTROL PANEL	10	EA	DCT2 2F	
4	Hand-Held Programmer	Yigo CT	Fire Alarm System	1	EA	DCT2 2F	
5	Deep Sea Electronics DSE7320 MKII Control Module	DCT	Cummins BLACK START Generator	2	EA	DCT2 2F	
6	Cummins speed control 4914091	DCT	Cummins BLACK START Generator	1	EA	DCT2 2F	
7	RECONDITIONED GE POWERVAC Vacuum Circuit Breaker Type: VB1-13.8-750-3 15KV 1200A	MCT	MCT Generator breaker	1	EA	DCT2 TG RM	
8	TOSHIBA VCB HVK-10M40-VV, 15KV 1200A	YCT	Main Generator Circuit Breaker	1	EA	DCT2 TG RM	
9	Generator Neutral Grounding Resistor L-N Voltage: 8000 V Maximum Temperature Rise: 760 ° C Ohms: 20.00 (±10 %) Current Rating: 400 Amps	DCT/MCT/YCT	Main Generator	1	EA	DCT-2	
10	Cummins Magnetic Pickup Part No. 213272, No. 213273	DCT	Cummins BLACK START Generator	1	EA	DCT2 2F	
11	Crompton Instruments Under Voltage Relay, ANSI No. 27 Type No: 252-PVUU-PQBX Input Voltage :120V 60 Hz	MCT	Black Start Generator,	1	EA	DCT2 2F	
12	Jaw Coupling Insert, Synthetic Rubber, FC15 Material - Spiders: Synthetic Rubber Serviceable Temp. Range (F): 32 to 200 For Coupling size: Jaw Couplings FC15, Shaft Dia. (In.): 1/2 HP Rating @ 1750 RPM: 0.75 hp	DCT	Rachet pump	2	EA	DCT2 2F	
13	Cartridge Filter, P/N HC9600FKN13Z	MCT/YCT	Generator lube oil	10	EA	DCT2 2F	
14	Solo Detector Removal Tool up to 9M (Include Solo 100 - 1 pc, Solo 101 - 3 pcs and Solo 200 - 1 set)	DCT	Fire Detector	1	EA	DCT2 2F	
15	Gen Breaker TRIP-CLOSE Rotary Switch NEW SURPLUS, Electro Switch Corp. Cat. No. 2441D, Series 24	MCT/YCT	Turbine control	1	EA	DCT2 2F	
16	VOLTAGE LOWER-NORM-RISE NEW SURPLUS, Electro Switch Corp. Cat. No. 74201B, Series 24	MCT/YCT	Turbine control	2	EA	DCT2 2F	
17	Governor LOWER-NORM-RISE RECONDITIONED, Electro Switch Corp. Cat. No. 74202B, Series 24	MCT/YCT	Turbine control	2	EA	DCT2 2F	

18	TUBINE CONTROL OFF-RUN-LO CRK-HI CRK NEW SURPLUS, Electro Switch Corp. Cat. No. 24304B, Series 24	MCT/YCT	Turbine control	1	EA	DCT2 2F	
19	Synchronizing Switch/Excitation Switch NEW SURPLUS, Electro Switch Corp. Cat. No. 24201B, Series 24	MCT/YCT	Turbine control	1	EA	DCT2 2F	
20	WATTMETER, YOKOGAWA/ GE 103221ARHC7LDH - 3P-3W 5A/120V AC Rating- 0-416.70 CW Scale- 0-30 Legend- AC MEGAWATTS	MCT/YCT	Turbine control	2	EA	DCT2 2F	
21	VOLTMETER AC, YOKOGAWA/ GE 103021PZXE7MJZ - AB40 Rating- 0-150 V/AC Scale- 0-18 Legend- AC KILOVOLTS	MCT/YCT	Turbine control	2	EA	DCT2 2F	
22	Ram Meter MCS103402FCAD 4.5" Metal Case Switchboard Style Panel Meter AB-40 POWER FACTOR METER LAG 0.5-1-0.5 LEAD, 120VAC, 5A	MCT/YCT	Turbine control	2	EA	DCT2 2F	
23	SCHNEIDER-RE22R2 MXMU, MULTIFUNCTION TIMER RELAY	DCT	AVR & GCP	1	EA	DCT2 2F	
24	SCHNEIDER-RMCL55BD, VOLTAGE / CURRENT CONVERTER	DCT	AVR & GCP	1	EA	DCT2 2F	
25	SCHNEIDER-RXM4AB2BD, HARMONY MINITURE PLUG IN RELAY	DCT	AVR & GCP	10	EA	DCT2 2F	
26	FINDER 46.52..9.024.0040, GENERAL PURPOSE RELAY, 46 SERIES, POWER, DPDT, 24VDC, 8A	DCT	AVR & GCP	10	EA	DCT2 2F	
27	Schneider Contactor LC1-F115GD, 3P (3 NO) - AC-3, 440 V, 115 A/131F Control circuit voltage 125 V DC	DCT	125v DC Lube oil Motor	2	EA	DCT2 2F	
28	Schneider LC1F1154GD Contactor, 4P (4 NO) - AC-1, 440 V, 200 A/104F Control circuit voltage 125 V DC	DCT	125v DC Lube oil Motor	1	EA	DCT2 2F	
29	Motor manufacturer: General Electric Mode: 5BCJ56KB46A PN: 225A9641 P001 HP: 3/4 RPM: 1725 VOLT: DC 115 AMP: 6.7	DCT	Rachet pump	1	EA	DCT2 2F	
30	PUMP manufacturer: JOHN S. BARNES CORP. / ROCKFORD, ILL Parts No: 277A2906P001	DCT	Rachet pump	1	EA	DCT2 2F	
31	24V 20A power supply Weidmuller PRO ECO Power Supply 480W24V 20A DIN Rail Mount Adjust 22-28 v	DCT	AVR & GCP	2	EA	DCT2 2F	
32	Phoenix Contact / Power Supply 2866776 Model: QUINT-PS-1AC/20DC/20 INPUT100-240VAC/OUTPUT 24VDC 20A	DCT	AVR & GCP	2	EA	DCT2 2F	
33	Phonix Contact / 24VDC Solid State Relay PLC-BSP-24VDC/21 2966016 & 2961105	DCT	AVR & GCP	5	EA	DCT2 2F	

34	24V DC CHARGER critical parts	MCT	Macheche CT DC CHARGER	1	SET	DCT2 2F	
35	125V DC CHARGER critical parts	MCT	Macheche CT DC CHARGER	1	SET	DCT2 2F	
36	Miniature Circuit Breaker 2 pole Z-cure 3 A ABB/ Product Type: S202-Z3 replaced by ST202M-Z3	DCT	AVR and GCP	1	EA	DCT2 2F	
37	Motor operating device, Rated Voltage: 12-48VDC ABB/ Product Type: S2C-CM4 replaced by S2C-CM2/3	DCT	AVR and GCP	1	EA	DCT2 2F	
38	Miniature Circuit Breaker - S200 - 4P - D - 25 ampere ABB/ Product Type: S204-D25 replaced by ST204M-K25	DCT	AVR and GCP	1	EA	DCT2 2F	
39	Auxiliary Contact ABB/ Product Type: S2C-H11L	DCT	AVR and GCP	1	EA	DCT2 2F	
40	LDR32-(LRD32) 23-32A, 3POLE OVERLOAD RELAY	DCT	RATCHET DC MOTOR CONTROLLER	1	EA	DCT2 2F	
41	LDR16-(LRD16) 9-13A, 3POLE OVERLOAD RELAY	DCT	RATCHET DC MOTOR CONTROLLER	1	EA	DCT2 2F	
42	Woodward DSM 8239-002* *Used,	MCT/YCT	SYNC DEVICE	1	EA	DCT2 2F	
43	Veri-Sync Relay, Model: PRS 250, P/N 90-88800-102 0-20 degree phase angle	MCT/YCT	SYNC DEVICE	2	EA	DCT2 2F	
44	ABB UNITROL 1020 AVR CONTROLLER P/N 3BHE030579R0003, Release 6.312	DCT	Main Generator AVR Controller	1	EA	DCT2 2F	
45	EATON 50E 15.5KV CLE, P/N 15CLE-50E-FN	DCT#2	86 D.S. 15.5kv power fuse	3	EA	DCT2 2F	
46	SIEMENS SBH2012DV INSULATED CASE BREAKER	MCT/YCT	Aux. Tr, Circuit Breaker SIEMENS SBA1200	1	EA	DCT-1 SWGR RM	
47	Cooper # MV155f1CBX10E, 15.5kv, Size C, Current Limiting Fuse	(DCT-1&2,MCT)	PT POWER FUSE FOR 13.8KV SWGR	3	EA	DCT2 1F	
48	Cooper # 24TDMEJ6.3, 24kv, 6.3 Amps, High-Voltage Fuse Link	(DCT-1&3,MCT)	PT POWER FUSE FOR 13.9KV SWGR	3	EA	DCT2 1F	
49	GENERAL ELECTRIC 9F60BHH905 Fuse, SIZE B TYPE EJ-1 15.5kv 0.5 E Amp 60Hz	MCT/YCT	PT POWER FUSE FOR GENERATOR SWGR	4	EA	DCT2 1F	
50	Schneider LC1F115GD Contactor, 3P (3 NO) - AC-3 440 V,115 A/131F Control circuit voltage 125 V DC	DCT	E.O.P. DC Lube oil starter controller	2	EA	DCT2 2F	
51	Schneider LC1F1154GD Contactor, 4P (4 NO) - AC-1 440 V, 200 A/104F Control circuit voltage 125 V DC	DCT	E.O.P. DC Lube oil starter controller	1	EA	DCT2 2F	
52	Speed controller, Cummins 4914091	DCT	Blackstart Generator	1	EA	DCT2 2F	
53	C-HB-A-RD-30L-50K-UL-WH High bay, Round, 30000lm, 232W 5000K, 120-277V	DCT	LED Lighting Fixture	22	EA	DCT2 TG RM	
54	RE22R1AMR TIMER, 24-240VAC/VDC IN, 8A SPDT OUT, ON	DCT	EOP Starter Critical Parts #1	2	EA	DCT2 2F	
55	RXM4AB2GD PLUG-IN RELAY 250V 6A RXM +OPTIONS	DCT	EOP Starter Critical Parts #2	10	EA	DCT2 2F	

56	RXZE2M114 RELAY SOCKET <250V10A use with RXM2,RXM4	DCT	EOP Starter Critical Parts #3	10	EA	DCT2 2F	
57	LR3D3363 BIMETALLIC OVERLOAD RELAY 575VAC 80A IEC	DCT	EOP Starter Critical Parts #4	3	EA	DCT2 2F	
58	LA7D3064 BIMETALIC O/RELAY TERMINAL BLOCK IEC	DCT	EOP Starter Critical Parts #5	3	EA	DCT2 2F	
59	SCR SKKT 162/16E	DCT-1&2	DC125VCharger	2	EA	DCT2 2F	
60	Contactora SME DC 200V 10000µf - 85°C Φ 63.5x120mm	DCT-1&2	DC125VCharger	2	EA	DCT2 2F	
61	Semiconductor Fuse 170M2669, 315A/690Vac, aR, 00	DCT-1&2	DC125VCharger	1	EA	DCT2 2F	
62	Control Fuse TFBR-101 & TFB-101N (3A)	DCT-1&2	DC125VCharger	8	EA	DCT2 2F	
63	RFI Filter RSB-JC96 AC220V	DCT-1&2	DC125VCharger	1	EA	DCT2 2F	
64	High DC Voltage Monitoring Unit VDC-JF09 DC110-220V	DCT-1&2	DC125VCharger	1	EA	DCT2 2F	
65	6" Fan A2175-HBT AC220V	DCT-1&2	DC125VCharger	2	EA	DCT2 2F	
66	Mechanical Humidity Regulator MHR 1220 35-95%	DCT-1&2	DC125VCharger	1	EA	DCT2 2F	
67	Current Transducer HAS 400-S	DCT-1&2	DC125VCharger	4	EA	DCT2 2F	
68	Control Unit 1 DTB-JF101	DCT-1&2	DC125VCharger	1	EA	DCT2 2F	
69	Control Unit 2 CPB-JF101 DC110-220V	DCT-1&2	DC125VCharger	1	EA	DCT2 2F	
70	Trigger Unit PTB-JC88	DCT-1&2	DC125VCharger	1	EA	DCT2 2F	
71	Stabilizer Unit PSC-JC18	DCT-1&2	DC125VCharger	1	EA	DCT2 2F	
72	Display Unit FLB-JF101	DCT-1&2	DC125VCharger	1	EA	DCT2 2F	
73	Alarm Unit RCB-JF101 (*8)	DCT-1&2	DC125VCharger	1	EA	DCT2 2F	
74	Power Supply Board GEC-89022	DCT-1&2	Inverter	1	EA	DCT2 2F	
75	Interface Board GEC-87025	DCT-1&2	Inverter	1	EA	DCT2 2F	
76	Main Control Board GEC-87026	DCT-1&2	Inverter	1	EA	DCT2 2F	
77	Status Indicator GEC-88014	DCT-1&2	Inverter	1	EA	DCT2 2F	
78	IGBT Driver Board GEC-86017	DCT-1&2	Inverter	2	EA	DCT2 2F	
79	IGBT Module CM200DY-12H(200A/600V)	DCT-1&2	Inverter	2	EA	DCT2 2F	
80	FUSE 660GH-160(660V/160A)	DCT-1&2	Inverter	1	EA	DCT2 2F	
81	CAPACITOR SME Series(200V/10000µf)	DCT-1&2	Inverter	2	EA	DCT2 2F	
82	AC VOLT. METER DE-80(AC 0~150V)	DCT-1&2	Inverter	1	EA	DCT2 2F	
83	AC CUR. METER DE-80(AC 60A/5A)	DCT-1&2	Inverter	1	EA	DCT2 2F	
84	AC FREQ. METER DC-80(55~65HZ AC120V)	DCT-1&2	Inverter	1	EA	DCT2 2F	
85	AC VOLT. METER DE-80(AC 0~150V)	DCT-1&2	Inverter	1	EA	DCT2 2F	
86	DC VOLT. METER DE-80(DC 0~200V)	DCT-1&2	Inverter	1	EA	DCT2 2F	
87	DC CUR. METER DE-80(DC 60A/50mV)	DCT-1&2	Inverter	1	EA	DCT2 2F	
88	Buzzer M6Z-24S	DCT-1&2	Inverter	3	EA	DCT2 2F	
89	Contactora LC1-D09F7	Yigo CT	MCC 2 & 3	1	EA	DCT2 2F	
90	Thermal Relay LRD-21/12-18A	Yigo CT	MCC 2 & 3	2	EA	DCT2 2F	
91	Thermal Relay LRD-16/9-13A	Yigo CT	MCC 2 & 3	2	EA	DCT2 2F	
92	Thermal Relay LRD-14/7-10A	Yigo CT	MCC 2 & 3	6	EA	DCT2 2F	
93	Thermal Relay LRD-06/1-1.6A	Yigo CT	MCC 2 & 3	1	EA	DCT2 2F	
94	Push Button RUN	Yigo CT	MCC 2 & 3	5	EA	DCT2 2F	
95	Push Button STOP	Yigo CT	MCC 2 & 3	5	EA	DCT2 2F	
96	Switch (H-O-A)	Yigo CT	MCC 2 & 3	10	EA	DCT2 2F	
97	LED indicator enclosure	Yigo CT	MCC 2 & 3	10	EA	DCT2 2F	
98	LED Bulb white light	Yigo CT	MCC 2 & 3	200	EA	DCT2 2F	
99	NFB NSX250N3P160A LV4311406	Yigo CT	MCC 2 & 3	2	EA	DCT2 2F	
100	NFB NSX100N3P80A LV429841AD	Yigo CT	MCC 2 & 3	2	EA	DCT2 2F	
101	NFB NSX100N3P50A LV429843AD	Yigo CT	MCC 2 & 3	2	EA	DCT2 2F	
102	NFB NSX100N3P40A LV439844AD	Yigo CT	MCC 2 & 3	2	EA	DCT2 2F	
103	NFB NSX100N3P32A LV439845AD	Yigo CT	MCC 2 & 3	5	EA	DCT2 2F	

104	NFB NSX100N3P25A LV4298		Yigo CT	MCC 2 & 3	5	EA	DCT2 2F	
105	NFB NSX100N3P16A LV429847A		Yigo CT	MCC 2 & 3	3	EA	DCT2 2F	
106	Contactor LC1-D25F7		Yigo CT	MCC 2 & 3	2	EA	DCT2 2F	
107	Contactor LC1-D18F74		Yigo CT	MCC 2 & 3	2	EA	DCT2 2F	
108	Contactor LC1-D12F713		Yigo CT	MCC 2 & 3	6	EA	DCT2 2F	
109	LED Bulb red light		Yigo CT	MCC 2 & 3	200	EA	DCT2 2F	
110	Ammeter		Yigo CT	MCC 2 & 3	1	EA	DCT2 2F	
111	Voltmeter		Yigo CT	MCC 2 & 3	1	EA	DCT2 2F	
112	Transformer (480/120V)		Yigo CT	MCC 2 & 3	3	EA	DCT2 2F	
113	Current Transformer (CT)		Yigo CT	MCC 2 & 3	3	EA	DCT2 2F	
114	EZC100H 1015 1P-15A		Yigo CT	MCC 2 & 3	1	EA	DCT2 2F	
115	Spare motor for TG HYDRAULIC STARTER BRAND : BALDOR HP: 200 ENCLOSURE: TEFC FRAME: 447TC, includes 445T Frame RPM: 1800 PHASE/HERTZ/VOLTAGE: 3 / 60 / 460		MCT&YCT	TG Hydraulic	1	EA	DCT2 TG RM	
116	Motor Fan's Cover, 400mmø, used		DCT-1&2	Air cooling fan	5	EA	SUBSTATION RM	
117	Spare motor, Marathon 324TTFS6526/E624 40HP,1800,TEFC,324TC,3/60/460		MCT&YCT	LIQUID FUEL PUMP	1	EA	DCT1 TG RM	
118	Turbine Reduction Gear Fan with Motor( <b>Refurbished</b> ) VW 22W7, Arrangement 4 Bare fan Motor 10 HP, 3600 RPM, 460V, 3Ph, 60Hz, TEFC - Premium, 215TC Special Motor: Marathon		DCT-1&2	Reduction Gear Fan	1	EA	DCT2 TG RM	
119	Phaseo Universal power suppl, Schneider ABL 8RPM24200		DCT-1&2	GCP PANEL	1	EA	DCT2 2F	
120	Battery control module, Schneider ABL 8BBU24200		DCT-1&2	GCP PANEL	1	EA	DCT2 2F	
121	Battery module ABL 8BPK24A03, Schneider (FUSE:20A)		DCT-1&2	GCP PANEL	1	EA	DCT2 2F	
122	IME Current Transformers TAQ10 TAQC10B500 Ranges (Ip/Is): 50A / 1A CL 0.5/10VA, CL1.0/15VA		DCT-1&2	MCC1	4	EA	DCT2 2F	
123	IME Current Transformers TAQ10 TAQC10B750 Ranges (Ip/Is): 75A / 1A CL 0.5/10VA, CL1.0/15VA		DCT-1&2	MCC1	6	EA	DCT2 2F	
124	Spare motor( <b>Refurbished</b> ), SIEMENS 1CV3205A, 37KW 3P/ 460v 3560 RPM/		DCT-1&2	Aux Lube oil pump	1	EA	DCT1 TG RM	
125	Allen-Bradly W74 over load heater		MCT&YCT	MCC1 water injection	6	EA	PMC E&I container	
126	link	NZM1/2-XV4	DCT-1&2	MCC1	8	EA	DCT TOOL RM	
127	handle	NZM2-XTVD-NA	DCT-1&2	MCC1	8	EA	DCT TOOL RM	
128	switch	NZMH2-A50-NA	DCT-1&2	MCC1	3	EA	DCT TOOL RM	
129	switch	NZMH2-A50-NA	DCT-1&2	MCC1	3	EA	DCT TOOL RM	
130	switch	NZMH2-A63-NA	DCT-1&2	MCC1	2	EA	DCT TOOL RM	
131	Contactor	DILM17-10 A1 (AC110V)	DCT-1&2	MCC1	2	EA	DCT TOOL RM	
132	Contactor	DILM25-10 A1 (AC110V)	DCT-1&2	MCC1	2	EA	DCT TOOL RM	
133	Contactor	DILM40 A1 (AC110V)	DCT-1&2	MCC1	3	EA	DCT TOOL RM	
134	Contactor	DILM50 A1 (AC110V)	DCT-1&2	MCC1	3	EA	DCT TOOL RM	
135	Contactor	DILM65 A1 (AC110V)	DCT-1&2	MCC1	3	EA	DCT TOOL RM	
136	Over Load	ZB12-4	DCT-1&2	MCC1	1	EA	DCT TOOL RM	
137	Over Load	ZB12-16	DCT-1&2	MCC1	2	EA	DCT TOOL RM	
138	Over Load	ZB32-24	DCT-1&2	MCC1	2	EA	DCT TOOL RM	

139	Over Load	ZB65-40	DCT-1&2	MCC1	4	EA	DCT TOOL RM	
140	Over Load	ZB65-57	DCT-1&2	MCC1	4	EA	DCT TOOL RM	
141	contcatorcontcator	DILM32-XHI22	DCT-1&2	MCC1	1	EA	DCT TOOL RM	
142	contcatorcontcator	DILM150-XHI22	DCT-1&2	MCC1	2	EA	DCT TOOL RM	
143	Auxiliary power	DILA-22 A1 (AC110V)	DCT-1&2	MCC1	5	EA	DCT TOOL RM	
144	AC Lube oil pump for BRUSH DBAX 7-167E (61425-5G) on Macheche CT Generator lube oil system		MCT&YCT	Generator lube oil	1	EA	DCT2 2F	
145	RECONDITIONED GE POWER BREAKER CAT#: TC3030SSE3C RMS-9 TRIP UNIT 3000A RATING PLUG/ DRAWOUT TYPE		DCT-1&2	PCP SWGR	1	EA	DCT2 TG RM	
146	2.) CLASS 2 RECONDITIONED GE TC88SSE3C POWER BREAKER CAT#: TC88SSE3C RMS-9 TRIP UNIT 800A RATING PLUG/ DRAWOUT TYPE		DCT-1&2	PCP SWGR	1	EA	DCT2 TG RM	
147	Silica Gel Desiccants, Industry standard 3-5 mm large blue beaded indicating		DCT-1&2	Main Tr.	22	lbs	PMC E&I container	
148	CVV-SB CABLE 600V 2.0 mm2-24C		DCT-1&2	General	50	m	SUBSTATION RM	
149	XLPE CABLE 600V 3.5 mm2-6C		DCT-1&2	General	100	m	SUBSTATION RM	
150	XLPE CABLE 600V 5.5 mm2-2C		DCT-1&2	General	100	m	SUBSTATION RM	
151	XLPE CABLE 600V 5.5 mm2-6C		DCT-1&2	General	200	m	SUBSTATION RM	
152	XLPE CABLE 600V 8 mm2-4C		DCT-1&2	General	50	m	SUBSTATION RM	
153	XLPE CABLE 600V 14 mm2-3C		DCT-1&2	General	50	m	SUBSTATION RM	
154	XLPE CABLE 600V 38 mm2-3C		DCT-1&2	General	50	m	SUBSTATION RM	
155	DCT GENERATOR SHAFT GROUND BRUSH CG651 20*32*40mm		DCT-1	Generator	3	EA	PMC E&I container	
156	DCT GENERATOR SHAFT GROUND BRUSH hoder H400-2302		DCT-2	Generator	2	EA	PMC E&I container	
157	NZM2-XTVD-NA	Door coupling rotary handle	DCT-1&2	MCC	4	EA	DCT2 2F	
158	NZMH2-A20-NA	CB, Icu 480v 65 KA, Overload trip 15 - 20 A, INST. Trip 350A	DCT-1&2	MCC	6	EA	DCT2 2F	
159	NZMH2-A25-NA	trip 20 - 25 A, INST. Trip 350A	DCT-1&2	MCC	3	EA	DCT2 2F	
160	NZMH2-A32-NA	trip 25 - 32 A, INST. Trip 350A	DCT-1&2	MCC	4	EA	DCT2 2F	
161	NZMH2-A63-NA	trip 50 - 63 A, INST. Trip 6-10 x In	DCT-1&2	MCC	2	EA	DCT2 2F	
162	NZMH2-A80-NA	trip 63 - 80 A, INST. Trip 6-10 x In	DCT-1&2	MCC	2	EA	DCT2 2F	
163	DILM17-10	Main Contactor 480 V 10HP, 120 VAC 60 Hz control,	DCT-1&2	MCC	4	EA	DCT2 2F	
164	DILM40	MC 25HP 120 Vac 60 Hz	DCT-1&2	MCC	4	EA	DCT2 2F	

165	DILM65	MC 50HP 120 V 60 Hz	DCT-1&2	MCC	4	EA	DCT2 2F	
166	DILM72	MC 60HP 120 V 60 Hz	DCT-1&2	MCC	2	EA	DCT2 2F	
167	ZB12-16	Overload Relay 10-16A, contacts 1A1B,	DCT-1&2	MCC	4	EA	DCT2 2F	
168	ZB32-24	Overload Relay 16-24A	DCT-1&2	MCC	4	EA	DCT2 2F	
169	ZB65-40	Setting Range 24-40A	DCT-1&2	MCC	4	EA	DCT2 2F	
170	ZB65-57	Setting Range 40-57A	DCT-1&2	MCC	4	EA	DCT2 2F	
171	ZB65-65,	Setting Range 50-65A	DCT-1&2	MCC	2	EA	DCT2 2F	
172	DILM32-XHI22	Auxiliary contcator for DILM32 and below	DCT-1&2	MCC	10	EA	DCT2 2F	
173	DILM150-XHI22	Auxiliary contcator for DILM40 and up	DCT-1&2	MCC	10	EA	DCT2 2F	
174	NZM2-XTVD-NA	Door coupling rotary handle	DCT-1&2	MCC	6	EA	DCT2 2F	
175	DILM65 A1	MC 50HP 120 V 60 Hz	DCT-1&2	MCC	2	EA	DCT2 2F	
176	N-Eupex Rubber Elements Size 80 (Set of 6)		DCT-1&2	Fuel Transfer pump	4	SET	DCT2 2F	
177	SEMIPACK 1,SKKT 19/12E 5021,THYRISTOR DIODE		Yigo	Yigo Generator MVAR	2	SET	DCT2 2F	
178	JXL 20' STD used Shipping Container		Yigo	Shipping Container	1	EA	Yigo CT	
179	800-Watt Equivalence Integrated LED Bronze Weather Resistant Wall Pack Area Light 16000 Lumens		DCT-1&2, MCT	Street light	10	SET	DCT1 TG RM	
180	GREENHECK AER-24 SIDEWALL DIRECT DRIVE FAN		DCT-2	Building fan	1	EA	DCT1 TG RM	
181	GREENHECK TDI-3-24-316-A10 TUBE AXIAL DIRECR DRIVE		DCT-2	Building fan	1	EA	DCT1 TG RM	
182	VW 22W7, Arrangement 4 Bare fan with Marathon Motor 215TTFD6807 (E3478B), 10 HP 3600 RPM 460V 3Ph 60Hz		DCT-1&2	Reduction Gear RM Exhaust fan	1	EA	DCT2 TG RM	
183	NZMH2-A80-NA - Eaton Circuit-breaker, 3p, 80A, Rated voltage up to 690 V, 480v 65ka lcu Rated current: 80 A		DCT-1&2	MCC	2	EA	DCT2 2F	
184	GARDNER DENVER A5CDL5K34T CYCLOBLOWER/COMPRESSOR New Surplus, 4000 R.P.M. 12 PSIG, 300 CFM		DCT-1&2	Start-up BOOSTER COMPRESSOR	1	EA	DCT2 TG RM	
185	Firetrol AS-2001 Battery Charger (aka LL-1580)		DCT-1&3,MCT	Battery charger for Fire Engine pump	2	EA	DCT2 2F	
186	Rectifier Diode, IR 309UA160		DCT-1&2	Generator Exciter Rotation Diodes	5	EA	DCT2 2F	
187	Rectifier Diode, IR 309UAR160		DCT-1&2	Generator Exciter Rotation Diodes	5	EA	DCT2 2F	
188	Model: Rhymebus RM6-4007-9426 IP 20, UL open type INPUT: 3PH 380-480v 16 Amp 50/60 Hz		DCT-1&2	DCT Raw water pump	2	EA	DCT2 2F	
189	Helwig K254 Graphite carbon brushes Item Size/Description:0.312 x 0.375 x 0.875 W/Spring P/N 10-313742		DCT-1&2	GE Ratchet DC Motor/ Brushes	18	EA	DCT2 2F	
190	EATON CROUSE HINDS, EDSC2129, Cover with Switch, Body (Box) not included		Yigo CT	Turbine enclosure lighting	3	EA	DCT2 2F	



191	Model: Model S4T-DTD-A4A4A4B Current To Current Signal Isolation, For Industrial Signal Isolator Input: 4-20mA DC Output: 4-20mA DC (Single and Dual channel output) Supply :24VDC,	DCT-1&2	BUS VOLTAGE control sys/ screen display	3	EA	DCT2 2F	
192	A-B (Allen-Bradley) 22C-D010N103 INPUT: 3PH 380-480v 13Amp 48-63 Hz/output 10.5A/0-460V (For 5Hp Motor )	DCT-1&2	Motor Inverter for RO-EDI water system	1	EA	DCT2 2F	
193	A-B (Allen-Bradley) 22C-D012N103 INPUT: 3PH 380-480v 14.2 Amp 48-63 Hz/output 12A/0-460V (For 7.5Hp Motor )	DCT-1&2	Motor Inverter for RO-EDI water system	2	EA	DCT2 2F	
194	Multifunctional Power Monitor TYPE: APLUS -1111 100 LED display (PANEL MOUNTING) Order#: 943/373365/010/00	SSCP panel/ DCT-2	SSCP panel/ DCT-2	2	EA	DCT2 2F	
195	MCCB NSX100H 63 A, 3P 1EA	DCT-2	MCC1	1	EA	DCT2 2F	
196	MCCB NSX100H 80 A, 3P 4EA	DCT-2	MCC1	4	EA	DCT2 2F	
197	MCCB NSX100H 40A, 3P	DCT-2	MCC1	5	EA	DCT2 2F	
198	MCCB NSX100H 16A, 3P	DCT-2	MCC1	5	EA	DCT2 2F	
199	MCCB EZC100H 2P, 15A 240 V, (Instead of 1P15A)	DCT-2	MCC1	5	EA	DCT2 2F	
200	3P Magnetic Contactor (M.C.):LC1D80F7,80A ( 50HP/37KW )	DCT-2	MCC1	5	EA	DCT2 2F	
201	3P Magnetic Contactor (M.C.):LC1D40AF7,40A (25HP/18.5KW )	DCT-2	MCC1	5	EA	DCT2 2F	
202	3P Magnetic Contactor (M.C.): LC1D40AF7,25A (10HP/7.5KW )	DCT-2	MCC1	5	EA	DCT2 2F	
203	Over Load Relay: 50HP/37kw, LRD3361 (55-70A)	DCT-2	MCC1	5	EA	DCT2 2F	
204	Over Load Relay: 25HP/ 18.5kw, LRD340 (30-40A)	DCT-2	MCC1	5	EA	DCT2 2F	
205	Over Load Relay: 10HP /7.5kw, LRD16 (9-13A) 1EA, LRD21(12-18A) 4EA	DCT-2	MCC1	5	EA	DCT2 2F	
206	Switch (O-A-H)	DCT-2	MCC1	20	EA	DCT2 2F	
207	LED indicator enclosure (Green)	DCT-2	MCC1	20	EA	DCT2 2F	
208	LED indicator enclosure (Red)	DCT-2	MCC1	20	EA	DCT2 2F	
209	LED indicator enclosure(Yellow)	DCT-2	MCC1	20	EA	DCT2 2F	
210	LED Bulb: white light	DCT-2	MCC1	300	EA	DCT2 2F	
211	LED Bulb: red light	DCT-2	MCC1	200	EA	DCT2 2F	
212	Ammeter: 0-600 A	DCT-2	MCC1	1	EA	DCT2 2F	
213	Ammeter: 0-40-200 A	DCT-2	MCC1	2	EA	DCT2 2F	
214	Ammeter: 0-50-250 A	DCT-2	MCC1	2	EA	DCT2 2F	
215	Ammeter: 0-75-375 A	DCT-2	MCC1	2	EA	DCT2 2F	
216	Voltmeter: 0-600V	DCT-2	MCC1	1	EA	DCT2 2F	
217	Voltmeter: 0-150V	DCT-2	MCC1	1	EA	DCT2 2F	

218	Transformer (480/120V) 100VA	DCT-2	MCC1	2	EA	DCT2 2F	
219	Transformer (480/120V) 100VA ( Instead of 180VA)	DCT-2	MCC1	2	EA	DCT2 2F	
220	Current Transformer (CT): 150-75-50-30A / 1A	DCT-2	MCC1	2	EA	DCT2 2F	
221	Current Transformer (CT): 150-75-50-30A / 1A	DCT-2	MCC1	2	EA	DCT2 2F	
222	Current Transformer (CT): 200A/1A (Instead of 75A /1A )	DCT-2	MCC1	2	EA	DCT2 2F	
223	Control relay/Auxiliary Relay, 2 NO + 2 NC, 6A, 120VAC coil	DCT-2	MCC1	5	EA	DCT2 2F	
224	Auxiliary contact block, 2NO + 2NC, 6 A 120 V AC-15	DCT-2	MCC1	10	EA	DCT2 2F	

**SCHEDULE F**

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**TECHNICAL DESCRIPTION OF GPA’S  
COMBUSTION TURBINE PLANTS**

TABLE OF CONTENTS

Section	Description	Page
<b>Contents</b>		
1.	Introduction.....	1
1.2.	Station Description.....	1
1.3.	General History.....	5
2.	Site Description and Characteristics .....	6
2.2.	Site Location and Description .....	6
2.3.	Transmission Line Interface .....	7
2.4.	Community .....	7
2.5.	Site Map .....	8
2.6.	Site Infrastructure and Utilities .....	8
2.7.	Incident Mitigation Capabilities .....	8
3.	Technical Description .....	9
3.1.2.	Dededo CT Unit #2 .....	11
3.2.	Macheche CT .....	12
3.3.	Yigo CT .....	14
3.4.	Piti 7 CT.....	16
3.5.	Electrical System .....	18
4.	Station Performance .....	18
4.1.	Heat Rate for all plants 2020-2024 .....	18
4.2	EAF for All Plants 2020-2024 .....	20
5.2.	Central Support Services .....	23
5.3.	Computerized Maintenance Management System (CMMS).....	25
5.4.	Current Plant Organization .....	25
6.	Historic Spending .....	26

1. Introduction

1.1. Purpose and Scope

This document provides technical information about GPA’s Combustion Turbine Plants to prospective proponents of the Performance Management Contract (PMC), such as the plant’s design, historical performance, operation, maintenance activities, future maintenance, capital requirements and condition assessment.

The information contained in this Technical Review is the Guam Power Authority’s best effort at organizing, documenting and describing in their best words the overall condition of the plant equipment. Although efforts have been taken to represent the plants’ condition in a fair manner, not every item or actual condition of some equipment can be represented in this document.

Historical performance indicators regarding availability and heat rate can be referenced in this section. Key station description, historical and condition assessment documents, drawings and procedures were reviewed to gain insight to the plant’s overall condition.

The historical documentation of equipment and systems reviews was not intended to be all inclusive, but rather to provide a reasonable perspective of the operating and maintenance history of the plant. The technical review is intended to be a factual description of the facility and refrains from offering conjecture or opinion, except where clearly identified. It is assumed that prospective proponents of this PMC will conduct their own verifying due diligence effort.

1.2. Station Description

The Dededo CT, Macheche CT and Yigo CT Power Plants are wholly owned by GPA and currently operated by TEMES PMC, along with GPA employees.  
Piti 7 CT Power Plant is wholly owned and operated by GPA employees, with TEMES acting as a PMC solely for capital improvement projects.

**Dededo CT Plant**

The Dededo CT Plant is located in Dededo, in the northern part of Guam. Dededo CT Unit #1 was installed in 1992 and Dededo CT Unit #2 was installed in 1993.

The plant consists of two (2) General Electric Frame 5 machines. CT Unit #1 is a Model MS 5001 PA (advanced version) rate at 23 MW. CT Unit #2 is a Model MS 5001 P (standard version) rated at 22 MW. The units are used for peaking and emergency operations.

Combustion Turbines	CT1: GE Model MS5001 PA CT2: GE Model MS5001 P
Generators	GEC Alhstom; 26,200 KVA; 3600 rpm; 13.8 kV; air cooled; rated outputs: CT1: 23 MW CT2: 22 MW The generator rotor is solidly coupled with the reducing gear and born by it at on end. At the exciter end the rotor bears on a bearing which is separated from the generator frame. The generator is designed in such a way that stresses remain within acceptable limits at 120%

PERFORMANCE MANAGEMENT CONTRACT

SEPT 2024

COMBUSTION TURBINE PLANTS

	overspeed.
Transformers	Magnatek; 18.24.30 MVA; class OA/FA/FA; 13.8 kV.34.5kV Grd-Main (2) Y/19920 volts
Heat Transfer Media	Air from the units’ compressor section acts as a cooling medium for the combustion cans and as the hot gas for the powerturbine.
Electricity	The units’ generators produce electricity at 13,800 volts. The voltage is stepped up to 34,500 volts in main transformers (30 MVA maximum rating) for transmission and distribution.
Water & Water Treatment	Deionized water is used to control NOX emissions from the turbines. Water is passed through a system of softeners, cation/anion exchangers, and reverse osmosis equipment. The deionized water is stored in a tank for injection into the turbine during operation.
Gas/Fuel	The units burn Ultra Low Sulfur Diesel Fuel.

**Macheche CT and Yigo CT Plants**

The Macheche CT Plant is located in Macheche, also in the northern part of Guam. It was installed in 1993 with a nameplate capacity of 22 MW, and is currently being dispatched as a peaking unit with a maximum capacity of 20 MW.

The Yigo CT Plant is located in Yigo, further north from the Dededo CT plant. It was installed in 1993 with a nameplate capacity of 22 MW, and is currently being dispatched as a peaking unit with a maximum capacity of 19 MW.

Combustion Turbines	GE; Model 7LM2500-PC-MD619; 3600 RPM (power turbine); two-shaft; 16 stage compressor; 8 stage power turbine; 25,000 kW, #2 diesel fuel
Generators	Brush Electric; model BDX7-167E; 3600 RPM; 13,800 volts; 25,000 kw; type HC/OP/OPLTR; class OA/FA/FA; 18/24/30 MVA; 13.8.90 pf; air cooled; rated output 22 MW
Transformers	Tatung; type HC/OP/OPLT; class OA/FA/FA; 13.8 kV / 34.5kV; no load tap changer
Heat Transfer Media	Air from the units’ compressor section acts as a cooling medium for the combustion cans and as the hot gas for the powerturbine.
Electricity	The units’ generators produce electricity at 13,800 volts. The voltage is stepped up to 34,500 volts in main transformers (25 MVA and 30 MVA maximum rating) for transmission and distribution.
Water & Water Treatment	Deionized water is used to control NOX emissions from the turbines. Water is passed through a system of softeners, cation/anion exchangers, and reverse osmosis equipment. The deionized water is stored in a tank for injection into the turbine during operation.
Gas/Fuel	The units burn Ultra Low Sulfur Diesel Fuel.

**Piti 7 CT Plant**

The Piti 7 CT Plant located in Piti, Guam, on the way to Port of Guam, adjacent to the old Piti Power Plant and MEC 8 and 9. Piti 7 originally installed in 1998 with a rated capacity of 40MW and is used as a peaking unit unless any of the baseloads are down for maintenance.

PERFORMANCE MANAGEMENT CONTRACT

SEPT 2024

COMBUSTION TURBINE PLANTS

Heavy Duty Gas Turbine	GE MS6001B / 3-stage / single shaft, 2 bearing Maximum Temperature: 2120 deg. F Operating Speed: 5105 rpm Maximum tip speed: 1403 fps Number of Combustion Chambers: 10 Flame detectors: 4 / Type- Ultraviolet Igniters: 2																																				
Control System	GE Speedtronic Mark V Gas Turbine Control System																																				
Generators	<div>GE General Electric TEWAC air cooled Generator</div> <table><tr><td>Manufacturer</td><td>General Electric</td></tr><tr><td>Phase</td><td>Three (3)</td></tr><tr><td>WYE Connected</td><td></td></tr><tr><td>Type</td><td>TEWAC air cooled Generator</td></tr><tr><td>Series Number</td><td>446XO53</td></tr><tr><td>Year of Manufacture</td><td>1997</td></tr><tr><td>Apparent Power</td><td>50,247-BASE</td></tr><tr><td>52,000 PEAK kVA</td><td></td></tr><tr><td>Armature Voltage</td><td>13,800 V</td></tr><tr><td>Armature Current</td><td>2102-BASE</td></tr><tr><td>2176- PEAK Amps</td><td></td></tr><tr><td>Field Amps</td><td>838- BASE</td></tr><tr><td>860- PEAK</td><td></td></tr><tr><td>Exciter Volts</td><td>115- BASE</td></tr><tr><td>115 - PEAK</td><td></td></tr><tr><td>Power Factor</td><td>0.85 Cos</td></tr><tr><td>Speed</td><td>3,600 RPM</td></tr><tr><td>Frequency</td><td>60 Hz</td></tr></table>	Manufacturer	General Electric	Phase	Three (3)	WYE Connected		Type	TEWAC air cooled Generator	Series Number	446XO53	Year of Manufacture	1997	Apparent Power	50,247-BASE	52,000 PEAK kVA		Armature Voltage	13,800 V	Armature Current	2102-BASE	2176- PEAK Amps		Field Amps	838- BASE	860- PEAK		Exciter Volts	115- BASE	115 - PEAK		Power Factor	0.85 Cos	Speed	3,600 RPM	Frequency	60 Hz
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	<div>Total Temperature at Rating Guaranteed not to Exceed: 110 deg. C on Armature by Detector  125 deg. C Field by Resistance Maximum Cold Gas /Air Temperature 40 deg. C</div> <div><b>Collector and Brush Data</b><table><tr><td>Collector Brushes</td><td>28 per set /</td></tr></table>Recommended Grade, National Carbon 634 Collector Minimum Safe Operating Diameter 13.5 inches</div> <div>Shaft Grounding Brushes2 per set / Recommended Grade, National Carbon 634</div> <div><b>Gas Cooler Data</b><table><tr><td>Inlet Water Temperature</td><td>36 deg. C /</td></tr></table>96.6 deg. F</div> <div>Water Flow at Rated Load1225 gpm Head Loss Through Cooler36,738 cfm No Load Field Current306 amperes</div>	Collector Brushes	28 per set /	Inlet Water Temperature	36 deg. C /																																
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Inlet Water Temperature	36 deg. C /																																				

PERFORMANCE MANAGEMENT CONTRACT

COMBUSTION TURBINE PLANTS

SEPT 2024

Transformers	<div>Manufacturer: Fortune Electric; MVA Rating: 44/59, Class: OA/FA, 13.8 kV / 34.5kV; Ynd1 Windings; off-load tap changer</div> <div></div>
Heat Transfer Media/ Cooling	Air from the units' compressor section acts as a cooling medium for the combustion cans and as the hot gas for the power turbine.
Electricity	The units' generators produce electricity at 13,800 volts. The voltage is stepped up to 34,500 volts in main transformers (25 MVA and 30 MVA maximum rating) for transmission and distribution.
Water & Water Treatment	Deionized water from Cabras 1&2 is used to control NOX emissions turbines. Water is passed through a system of softeners, cation/anion exchangers, and reverse osmosis equipment. The deionized water is stored in a tank for injection into the turbine during operation. The unit has a smaller chemical-cation/anion exchanger system in addition to the Deionized water filtration from Cabras. The smaller system only runs when Piti 7 is used as a peaking unit.
Gas/Fuel	The unit burns Ultra Low Sulfur Diesel Fuel.
Fuel filter system	2 – Duplex towers consist of 2 layers 7 filters each layer, total filters per tower 14ea. 1 tower in service by means of selector valve. Online filter replacement by means of isolating tower and commuter valve for refilling.
Lubricating oil System Turbine/Gear/ Generator	Common Supply / 2500gallons / GEK- 28143 "Hydrocarbon Base Lubricating Oil Recommendation" System provides lubrication to Turbine bearings, Generator Bearing and Load Gear gears. Current oil in use Mobil DTE Light 32,



PERFORMANCE MANAGEMENT CONTRACT  
COMBUSTION TURBINE PLANTS

SEPT 2024

Emergency Lube oil Pump	Submerge pump driven by 10HP, 1800rpm, 120vdc motor 250gpm, 34psig
Lube Oil Filter	System provides 5 micron filtration utilizing 3 layer of cartridge elements and 6 filters in each layer, Duplex system design for 1 tower to be in service.
Starting System	Motor (Diesel Engine) Detroit Diesel / 8V92TA / 660HP, 2200RPM Start time to FSNL: 16min.
Water Injection Skid	High pressure centrifugal water injection pump and motor skid assembly with VFD (Variable Frequency Drive unit) / Five micron Water Filter assembly single tower / Water actuated Stop valve with solenoid
Air Inlet System	Air Filter House consist of 288 filters / 2 types of filters from maker Donaldson 144ea. Cone type and 144ea. Cylindrical type
Turbine Casing Cooling	Turbine Exhaust Casing Cooling by means of 2 motor driven Centrifugal Blowers mounted external to the Turbine
Emergency Black Start Generator	Stand-by Emergency Diesel Generator Make: Cummins Engine No. 25222044 Model No. VTA-28G5
Raw Water Tank	2- Horizontal Tk 12,500 gallons each tank stacked on top of each other.
Demineralized Water Tank	2- Horizontal Tk 12,500 gallons each tank stacked on top of each other.

1.3. General History

Dededo, Macheche and Yigo CT Power plants in total make up 89 MW of total generating capacity of the peaking units for GPA’s Island Wide Power System. All three plants are located in the north, where historically, the larger portion of GPA’s demand comes from. The Combustion Turbine team consist of Assistant Plant Superintendent, Plant Maintenance Supervisor, Plant Instrument/Electrician Leader, Plant Maintenance Mechanic Leader, and various tradesmen consisting of the mechanical and instrumental/electrical trades.

The designs of these units require that fuel be purified prior to being consumed for operations. Centrifuge Systems are employed to meet these design requirements. Strict environmental protection laws such as the Clean Air Act require that a water injection system be employed to maintain emissions within the specified guidelines. Combustion Turbine Manufacturers’ design require that water for injection into the units must be filtered and treated to within specific requirements. Complex water de-mineralizing systems are part of each CT units auxiliary systems.

PERFORMANCE MANAGEMENT CONTRACT  
COMBUSTION TURBINE PLANTS

SEPT 2024

Smaller auxiliary systems are also part of the overall plant operational equipment list. Auxiliary Systems include air, water and oil cooling systems, fire-fighting systems, waste oil and water drain collecting systems, and Emergency/Black Start power systems.

Piti 7 CT Power Plant, located at the old Piti Power Plant site in the south of Guam, was originally installed in 1998 under a TEMES PMC contract until it was turned over in 2016.

Piti 7 as a rated capacity of 40MW, but is currently de-rated to 32MW due to high temperature exhaust alarms and leaks on the existing exhaust plenum. The leaks have been temporarily welded by the GPA Central Maintenance team, however, a new exhaust plenum is critical for the future operation of this plant. Piti 7 was also due for a major gas turbine overhaul in 2022. Due to major generation projects and Typhoon Mawar in May of 2023, the Piti 7 overhaul has been delayed until 2025.

After Typhoon Mawar in May 2023, an amendment to the current CT Power Plant PMC contract was issued to include Piti 7 and the Fast-Track Diesel Plants under the remaining term of the TEMES PMC Contract. This contract term concludes in February of 2026. Piti 7 currently has GPA staff assigned to operate and maintain the plant, while TEMES PMC assists with major capital improvement project procurement.

**2. Site Description and Characteristics**

**2.1. General Location**

Guam is the largest and southernmost island of the Marianas archipelago. The westernmost possession of the United States since 1898, the island is at 13.48° north latitude and 144.45° east longitude. Guam is approximately 1,500 nm southeast of Tokyo; 2,100 nm southeast of Hong Kong; 1,500 nm east of Manila; and 3,100 nm northwest of Sydney; 6,000 nautical miles (nm) west of San Francisco; 3,700 nm west-southwest of Honolulu.

The island is composed of both volcanic material and limestone base seabed material from coral deposits.

Guam’s climate is tropical marine; generally warm and humid, moderated by northeast trade winds. Guam's temperature ranges between 73 and 90 degrees Fahrenheit (23 and 32 degrees Celsius). It has a mean annual temperature of 81 degrees (27 degrees C). May and June are the hottest months of the year. However, there is little seasonal temperature variation.

The coolest and least humid months, December through February, are marked by prevailing westerly trade winds. The average humidity varies from an early morning high of 86% to an afternoon low of 72%. The high moisture content of the atmosphere during the rainy season, combined with the warm temperatures, contributes to the rapid deterioration of manufactured materials through rust, rot and mildew.

The average yearly rainfall ranges between 90 and 110 inches (229 and 279 cm). There are two seasons, the dry and the rainy. The dry season (fanumnangan) lasts from December through June. The rainy season (fanuchanan) prevails within the remaining months. Guam's subterranean water lens supplies fresh water far in excess of the island's present needs.

**2.2. Site Location and Description**

PERFORMANCE MANAGEMENT CONTRACT  
COMBUSTION TURBINE PLANTS

SEPT 2024

The Combustion Turbine Plants are located on the northern part of Guam in Dededo, Macheche and Yigo, respectively. The Dededo CT Plant and Yigo CT plants are accessible through Route 1 Marine Drive. The Macheche CT Pant is along route 16 in Harmon, Guam, near the Dededo Soccer Field.

Piti 7 CT Power Plant is located at the old Piti Power Plant site in the south of Guam, near Cabras Island. It can be accessed via Route 1 Marine Drive going towards the Port of Guam.

**2.3. Transmission Line Interface**

The Dededo CT Power Plant is connected to Marbo Substation and Harmon Substation via 34.5kV overhead transmission lines, and to the Andersen Air Force Base in Yigo via a 34.5kV underground transmission line, allowing for possible electric service during storms, or quicker recovery during disaster restoration.

Each of the plants’ units is protected by an existing generator unit-tripping scheme. This scheme will trip each unit as required to prevent instability of the system as well as overload conditions.

Piti 7 is connected to switchyard adjacent to the plant via 34.5kV overhead transmission lines to the Piti substation.

**2.4. Community**

As of 2023, the island has a population of approximately 150,000 people excluding tourists. Before COVID, tourism, was the number one business of Guam, adding approximately 15,000 persons at any time to the island’s total population. Since 2020, however, the tourism industry has yet to recover completely.

The United Stated military has a big presence on the island. The Andersen Air Force base is located at the island north end. The US Navy has its operation only two miles from the Cabras site. The United Stated military has proposed to relocate 8,000 marines plus families to Guam increasing the military presence on the island. This build-up has also increased jobs in construction and major infrastructure development projects throughout the island, including housing, road expansions and new businesses.

PMC Employees are encouraged to support various community activities such as government-sponsored programs, parades.

A variety of local vendors supply important services to the site as follows:

- Rental Equipment;
- Electrical and Mechanical Parts;
- Various Tools and Consumable Materials;
- Janitorial Services;
- Welding and Machining Supplies;
- Hardware Supplies;
- Construction Equipment;
- The Former US Navy Shipyard Maintenance Facilities with Tremendous Machining and Repair Capacity.

Employees are active with the following community affairs: Liberation Day (GPA sponsored float in parade), Labor Day Government of Guam Picnic, Military Reserves, GPA Public Power Week and

PERFORMANCE MANAGEMENT CONTRACT  
COMBUSTION TURBINE PLANTS

SEPT 2024

associated island wide clean-up activities, GPA sponsors Fitness & Wellness program where an employee can use three hours of the normal base 40 hours each week to exercise and receive normal pay.

**2.5. Site Map**

Site maps will be provided upon request.

**2.6. Site Infrastructure and Utilities**

The station’s utilities include potable water, electric power, communications and sewage discharge lines.

**2.7. Incident Mitigation Capabilities**

The plant has a series of Standard Operating Procedures (SOP) which are employed GPA wide. The following SOP’s pertain to these issues:

- SP-049 Tropical Cyclone Emergency System Restoration (ESR);
- SP-050 Oil Spill Containment, Clean-up and Reporting;
- SP-057 Supplements I through VII to the Hazard Communication Program;
- SP-063 Hazard Communication Program;
- SP-067 Employees Hazard Reporting;
- SP-088 Emergency Condition (Support Services Section).

PERFORMANCE MANAGEMENT CONTRACT  
COMBUSTION TURBINE PLANTS

SEPT 2024

3. Technical Description

SUMMARY:

	Dededo CT 1	Dededo CT 2	Macheche	Yigo	Piti 7
Turbine					
Model:	MS5001	MS5001	LM2500 PE	LM2500 PE	Frame 6B
Type:	Heavy Duty Industrial	Heavy Duty Industrial	Aeroderivative	Aeroderivative	Heavy Duty Industrial
Manufacturer:	Nouvo Pignone (General Electric)	Nouvo Pignone (General Electric)	General Electric	General Electric	General Electric
Rating (kW):	23	22	22	22	40
Stages:	2	2	6	6	3
Speed (RPM):	5100	5100	3600	3600	5105
Generator					
Type:	Turbo Generator	Turbo Generator	Turbo Generator	Turbo Generator	Generator
Manufacturer:	Gec Alsthom	Gec Alsthom	Brush Electric Machines, Ltd	Brush Electric Machines, Ltd	GE TEWAC Air Cooled Generator
S/N:	412835	412820	61425A-56	61328A-16	446XO53
Frame:	3-phase, T174160	3-phase, T180-180	BDAX 7-167E, 3-phase	BDAX 7-167E, 3-phase	6
kVA Rating:	26200	26200	27359	20711	37000
Power Factor:	0.9	0.9	0.8	0.85	0.85
Rated Voltage, phase-to-phase (kV):	13.8	13.8	13.8	13.8	13.8
Rated Amperes (A):	1096	1096	1236	866	
Frequency (Hz):	60	60	60	60	60
Speed (RPM)	3600	3600	3600	3600	3600
Exciter	brushless type	brushless type	brushless type	brushless type	
Control System	Mark IV Speedtronic System	Mark IV Speedtronic System	Woodward Governor 501	Woodward Governor 501	Mark V Speedtronic

FUEL SUPPLY:

Name of Plant		Tank No.	Type	Nom. Dia. ft-in	Nom. Height / Length ft-in	Capacity per Tank		TOTAL CAPACITY (No. of Tanks x Capacity per tank x 80% Pumpable contents)		Full Load per Plant	Fuel Consumption per unit @ full load		No. of Plants/ Units	Total Fuel Consumption		Estimated Operating Time at Full Load	
						(barrels)	(gallons)	(barrels)	(gallons)	MW	(bbbls/hr)	(gals/hr)		(bbbls/hr)	(gals/hr)	(Hrs.)	(Days)
Dededo CT	Raw Tank	Tk 110	Vert	33-00	26-00	3,943	165,613	6,309	264,981	22	54.76	2,300	2	110	4,600	57.6	2.4
	Purified Tank	Tk 120	Vert	33-00	26-00	3,943	165,613										
Macheche CT	Raw Tank	Tk 110	Vert	24-11	23-11	2,081	87,406	4,174	175,317	22	40.29	1,692	1	40	1,692	103.62	4.3
	Raw Tank	Tk 120	Vert	24-11	23-11	2,081	87,406										
	Purified Tank	Tk 130	Hor	10-00	39-04	528	22,167										
	Purified Tank	Tk 140	Hor	10-00	39-04	528	22,167										
Yigo CT	Raw Tank	Tk 110	Hor	12-00	35-00	695	29,190	1,955	82,096	22	40.29	1,692	1	40	1,692	48.52	2
	Raw Tank	Tk 120	Hor	12-00	35-00	695	29,190										
	Purified Tank	Tk 130	Hor	10-00	39-05	527	22,120										
	Purified Tank	Tk 140	Hor	10-00	39-05	527	22,120										
Piti 7	Day Tank	Tk 500	Vert	31'-11-13/16"	23'-11-13/16"	3,214.90	135,026	2571.9	108,020	40	79	3,324	1	79	3,324	48	2
	Service tk 1	100	Hor	8'-2-15/16"	36'-7-13/16"	331.995	13,944	265	11,155								
	Service tk 2	100	Hor	8'-2-15/16"	36'-7-13/16"	331.995	13,944	265	11,155								

PERFORMANCE MANAGEMENT CONTRACT  
COMBUSTION TURBINE PLANTS

SEPT 2024

3.1. Dededo CT Plant

3.1.1. Dededo CT Unit #1

Phase	Generator Name Plate	
	Manufacturer	GEC ALSTHOM
	Type	Three (3)
	Series Number	T174-160
	Year of Manufacture	412835
	Apparent Power	1990
	Rated Voltage	26,200 kVA
	Rated Current	13,800 V
	Power Factor	1,096 Amps
	Speed	0.9 Cos
	Frequency	3,600 RPM
	Class of Insulation	60 Hz
	Duty	F
	Excitation	Continuous
	Standard	158V 422 A
	Protection	ANSI C50-NEMA
	IP 51	
STATOR		
Number of Poles	2	
Number of Slots	84	
Number of Conductor per Slot	2	
Winding Pitch	0 to 34	
Voltage	13,800 V	
Current	1,096 A	
Cold Resistance per Phase	0.0122	
Ohm Number of Terminal Outputs	6	
Insulation Class	F	
Phase connection	Star	
Maximum temperature on probes	120°C	
Dielectric Test	28,600	
V/1min		
ROTOR		
Number of Poles	2	
Number of Slots	24	
Excitation Voltage	158V	
Excitation Current	422 A	
Cold Resistance	0.260 Ohm	
Insulation Class	F	
Maximum temperature measured		
by resistance variation	130°C	
Dielectric Tests	1,580 V/1min	
EXCITER		
Cold air temperature	44°C	
Cooling	Air	
Active Power	66.7 kW	

PERFORMANCE MANAGEMENT CONTRACT

SEPT 2024

COMBUSTION TURBINE PLANTS

Voltage	158 V
Current	422 Amps
Power factor	0.9
Frequency	240 Hz
Speed	3600 RPM
Air Flow Rate	1.15 m <sup>3</sup> /s
Losses to be dissipated	20 kW
Number of Diodes	10
Number of Phases	5
Short circuit torque	13,000
Nm Dielectric Test	
Armature	1,580 V/1min
Field	1,500 V/1min

3.1.2.      **Dededo CT Unit #2**

<b>Generator Name Plate</b>	
Manufacturer	GEC ALSTHOM
Phase	Three (3)
Type	T180-180
Series Number	413249
Year of Manufacture	1992
Apparent Power	26,200 kVA
Rated Voltage	13,800 V
Rated Current	1,096 Amps
Power Factor	0.9 Cos
Speed	3,600 RPM
Frequency	60 Hz
Class of Insulation	F
Duty	Continuous
Excitation	169V 409 A
Standard	ANSI C50-NEMA
Protection	IP 55
STATOR	
Number of Poles	2
Number of Slots	78
Number of Conductor per Slot	2
Winding Pitch	32
Voltage	13,800 V
Current	1,096 A
Cold Resistance per Phase	0.00951
Ohm Number of Terminal Outputs	6
Insulation Class	F
Phase connection	
Star Maximum temperature measured	
by resistance variation	122°C
Dielectric Test	28,600 V/1min
Insulation resistance	>22Mohm 2,500
V/1min	

PERFORMANCE MANAGEMENT CONTRACT  
COMBUSTION TURBINE PLANTS

SEPT 2024

ROTOR	
Number of Poles	2
Number of Slots	24
Excitation Voltage	169V
Excitation Current	409 A
Cold Resistance	0.2812 Ohm
Insulation Class	F
Maximum temperature measured by resistance variation	130°C
Dielectric Tests	1,650 V/1min
EXCITER	
Cold air temperature	44°C
Cooling	Air
Active Power	69.2 kW
Voltage	169 V
Current	409 Amps
Power factor	0.9
Frequency	240 Hz
Speed	3600 RPM
Air Flow Rate	1.15 m³/s
Losses to be dissipated	12.9 kW
Number of Diodes	10
Number of Phases	5
Short circuit torque	18,277
Nm Dielectric Test	
Armature	1,690 V/1min
Field	1,500 V/1min
Field winding insulation resistance	> 3 Mohm
500V/1min Armature winding resistance	> 3 Mohm 500V/1min

3.2. Macheche CT

GAS TURBINE ENGINE	
Manufacturer & Model	General Electric, 7LM2500-PC-MD619
Serial Number	481-660
Approximate Weight Complete	4763 kg (10,500 lbs)
Normal Power Turbine RPM	3600 RPM (for 60 Hz)
Start System	Hydraulic, Variable Speed
Maximum Rate Gas Generator Speed	9500 RPM
AC GENERATOR	
Manufacturer & Model	Brush Electric Machines, Ltd. BDAX 7-167E
Serial Number	
Voltage	13.8 kV
Frequency	60 Hz, 3-phase
Rotor Speed (or 60 Hz)	3600 RPM
Coupling	Zurn Model 22-9HH
TURBINE LUBE OIL SYSTEM (EXTERNAL TO TURBINE)	



PERFORMANCE MANAGEMENT CONTRACT  
COMBUSTION TURBINE PLANTS

SEPT 2024

Lube Oil Reservoir Capacity	150 Gallons
Lube Oil Filter Rating	6 Microns
Scavenge Oil Filter Rating	6 Microns
Normal Scavenge Oil Pressure	25-85 PSIA
Normal Lube Oil Supply Pressure	25-75 PSIA
Lube Oil Specifications	MIL-L-23699
GENERATOR LUBE OIL SYSTEM	
Lube Oil Reservoir Capacity	215 Gallons
Lube Oil Filter Rating	6 Microns
Auxiliary Lube Oil Pump Capacity	40 GPM at 1200 RPM
Two Rundown Tanks Capacity	16 gallons, each
Lube Oil Specifications	Shell Lowtherm 25, or equivalent
LIQUID FUEL SYSTEM	
Fuel Required	Ultra Low Sulfur Diesel
Supply Requirements	39 GPM @ 900 PSIG filtered to 10 microns, absolute
LIQUID FUEL PUMP/DUPLEX FILTER SYSTEM	
Supply Requirements	39 GPM @ 10-50 PSIG
Output	39 GPM @ 900 PSIG filtered to 10 microns
GASEOUS FUEL SYSTEM	
Fuel Requirements	4800 SCFM, filtered to 3 microns
Supply Requirements	4800 SCFM, 250°F Maximum Temperature, 53-395 PSIG
WATER WASH SYSTEMS	
OFF-LINE	
Water Quality	Potable
Tank Capacity	25 gallons
Supply Requirement	15-65 PSIG
Air Required	Instrument Quality, 30 SCFM at 85-120 PSIG
ON-LINE	
Water Quality	Potable
Tank Capacity	28.5 gallons
Supply Requirement	15-65 PSIG
Air Required	Instrument Quality, 85-120 PSIG
HYDRAULIC START SYSTEM	
Hydraulic Reservoir Capacity	40 gallons
Hydraulic Filter Ratings	10 Microns
Charge Pump Rating	12 GPM at 350 PSI
Circulating Pump Rating (maximum)	56 GPM at 5200 PSIG
Starter Motor Rating	Variable Displacement, 0-6.53 CID
Hydraulic Fluid Specifications	MIL-H-17672/ISO-VG46
VENTILATION SYSTEM	
Total Airflow	180,000 CFM
Turbine Intake	120,000 CFM
Turbine Compartment	30,000 CFM

PERFORMANCE MANAGEMENT CONTRACT  
COMBUSTION TURBINE PLANTS

SEPT 2024

Generator Compartment	30,000 CFM
Generator Compartment Fans Rating	16,000 CFM each
Turbine Compartment Fans Rating, 2 Fans	30,000 CFM each
Filter Media Efficiency (Fine)	99.7 %
Inertial Separator Efficiency (Coarse)	95 %
SKID AND COMPONENTS	
Overall Unit Length	75 ft, 6 in
Overall Unit Width (including lineside and neutral cubicles)	19 ft, 7.5 in
Overall Unit Height (ground to top of upper air filter canopy)	30 ft., 6.25 in
Total Skid Weight	375,300 lbs
Filter Canopies (4400 lbs each))	38,800 lbs
Filter Enclosure Halves (Total for 2)	37,000 lbs
Airflow Transition Duct	5,600 lbs
Auxiliary Skid (Fuel Pump Skid)	35,000 lbs
Lineside and Neutral Cubicles, Total	5,000 lbs
Exhaust Vent, Generator Compartment	5,000 lbs
Generator	123,400 lbs
Main Skid (less 7 items above)	137,500 lbs

3.3.      **Yigo CT**

GAS TURBINE ENGINE	
Manufacturer & Model	General Electric, 7LM2500-PC-MD619
Serial Number	481-632
Approximate Weight Complete	4763 kg (10,500 lbs)
Normal Power Turbine RPM	3600 RPM (for 60 Hz)
Start System	Hydraulic, Variable Speed
Maximum Rate Gas Generator Speed	9500 RPM
AC GENERATOR	
Manufacturer & Model	Brush Electric Machines, Ltd. BDAX 7-167E
Serial Number	
Voltage	13.8 kV
Frequency	60 Hz, 3-phase
Rotor Speed (or 60 Hz)	3600 RPM
Coupling	Zurn Model 22-9HH
TURBINE LUBE OIL SYSTEM (EXTERNAL TO TURBINE)	
Lube Oil Reservoir Capacity	150 Gallons
Lube Oil Filter Rating	6 Microns
Scavenge Oil Filter Rating	6 Microns
Normal Scavenge Oil Pressure	25-85 PSIA
Normal Lube Oil Supply Pressure	25-75 PSIA
Lube Oil Specifications	MIL-L-23699
GENERATOR LUBE OIL SYSTEM	
Lube Oil Reservoir Capacity	215 Gallons
Lube Oil Filter Rating	6 Microns
Auxiliary Lube Oil Pump Capacity	40 GPM at 1200 RPM
Two Rundown Tanks Capacity	16 gallons, each

PERFORMANCE MANAGEMENT CONTRACT  
COMBUSTION TURBINE PLANTS

SEPT 2024

Lube Oil Specifications	Shell Lowtherm 25, or equivalent
LIQUID FUEL SYSTEM	
Fuel Required	Ultra Low Sulfur Diesel
Supply Requirements	39 GPM @ 900 PSIG filtered to 10 microns, absolute
LIQUID FUEL DUPLEX FILTER	
Supply Requirements	39 GPM @ 900 PSIG filtered to 20 microns, absolute
Output	39 GPM @ 900 PSIG filtered to 5 microns, absolute
LIQUID FUEL PUMP/DUPLEX FILTER SYSTEM	
Supply Requirements	39 GPM @ 10-50 PSIG
Output	39 GPM @ 900 PSIG filtered to 10 microns
NO <sub>x</sub> EMISSIONS, DEMINERALIZED WATER	
Supply Requirements	40 GPM @ 10-50 PSIG filtered to 20 microns absolute
Output	40 GPM @ 900 PSIG
WATER WASH SYSTEMS	
OFF-LINE	
Water Quality	Potable
Tank Capacity	25 gallons
Supply Requirement	15-65 PSIG
Air Required	Instrument Quality, 30 SCFM at 85-120 PSIG
ON-LINE	
Water Quality	Potable
Tank Capacity	28.5 gallons
Supply Requirement	15-65 PSIG
Air Required	Instrument Quality, 85-120 PSIG
HYDRAULIC START SYSTEM	
Hydraulic Reservoir Capacity	40 gallons
Hydraulic Filter Ratings	10 Microns
Charge Pump Rating	12 GPM at 350 PSI
Circulating Pump Rating (maximum)	56 GPM at 5200 PSIG
Starter Motor Rating	Variable Displacement, 0-6.53 CID
Hydraulic Fluid Specifications	MIL-H-17672/ISO-VG46
VENTILATION SYSTEM	
Total Airflow	180,000 CFM
Turbine Intake	120,000 CFM
Turbine Compartment	30,000 CFM
Generator Compartment	30,000 CFM
Generator Compartment Fans Rating	16,000 CFM each
Turbine Compartment Fans Rating, 2 Fans	30,000 CFM each
Filter Media Efficiency (Fine)	99.7 %
Inertial Separator Efficiency (Coarse)	95 %

PERFORMANCE MANAGEMENT CONTRACT  
COMBUSTION TURBINE PLANTS

SEPT 2024

MAIN SKID AND COMPONENTS		
Overall Unit Length		75 ft, 6 in
Overall Unit Width (including lineside and neutral cubicles)		19 ft, 7.5 in
Overall Unit Height (ground to top of upper air filter canopy)		30 ft., 6.25 in
Total Skid Weight		375,300 lbs
Filter Canopies (4400 lbs each))		38,800 lbs
Filter Enclosure Halves (Total for 2)		37,000 lbs
Airflow Transition Duct		5,600 lbs
Auxiliary Skid (Fuel Pump Skid)		35,000 lbs
Lineside and Neutral Cubicles, Total		5,000 lbs
Exhaust Vent, Generator Compartment		5,000 lbs
Generator		123,400 lbs
Main Skid (less 7 items above)		137,500 lbs

3.4. Piti 7 CT Power Plant

Generator Name Plate		
GE General Electric TEWAC air cooled Generator		
Manufacturer		General Electric
Phase		Three (3) WYE Connected
Type		TEWAC air cooled Generator
Series Number		446XO53
Year of Manufacture		1997
Apparent Power		50,247-BASE 52,000 PEAK kVA
Armature Voltage		13,800 V
Armature Current		2102-BASE 2176- PEAK Amps
Field Amps	838- BASE 860- PEAK	
Exciter Volts	115- BASE 115 - PEAK	
Power Factor		0.85 Cos
Speed		3,600 RPM
Frequency		60 Hz
Class of Insulation		F

EXCITER  
EX2000 Digital excitation system  
Rotating rectifier excitation  
Reactive current compensator  
VAR/Power factor control  
Brushless excitation system rated 98kw,125 volts, and 784 DC amperes  
Exciter assembly:

- Rotating diode wheel including 12 diodes, 12 fuses, and field ground detector transmitter
- Rotating armature with class F insulation

Stationary exciter field assembly with class F insulation

PERFORMANCE MANAGEMENT CONTRACT

COMBUSTION TURBINE PLANTS

SEPT 2024

TEMES PITI #7 Overhaul Record

Year	Duration	EOH	Overhaul Description	Replacement of Capital Parts	
2002	5/8 - 5/23		Generator Overhaul		
2003	5/15 - 5/30	18,000 hrs	HGPI	1st stage Nozzle	1
				TP Lower 5 EA	5
				Combustion Liner	10
2004	5/20 - 5/29	20,000 hrs	Combustion Inspection	TP	10
				Liner	10
2005	12/19 - 1/20	23,000 hrs	Major Overhaul + Generator Overhaul	1st stage Nozzle	1
2006				2nd stage Nozzle	1
				1st stage Bucket	1
				1st, 2nd, 3rd Shroud	1 set
				TP	10
				Combustion Liner	10
2007	1/28 - 2/1	25,000 hrs	Fuel Nozzle Cleaning		
	5/15 - 5/18		GCB Replacement		
	8/6 - 8/9		Diesel Engine Overhaul + Air Inlet Duct Replacement		
2008	1/3 - 1/14	27,000 hrs	CI + Exhaust Section Repair	TP	10
				Combustion Liner	10
2009	December		Aux. Equipment Overhaul		
2013	7/24 - 8/23	29,500 hrs	Major Overhaul + Generator Overhaul	1st stage Nozzle	1
				2nd Shroud	1 set
				TP	10
				Combustion Liner	10
2016	5/30 - 6/29	34,500 hrs	Major Overhaul	1st stage Nozzle	1
			(Load Coupling)	2nd stage Nozzle	1
				1st stage Bucket	1

PERFORMANCE MANAGEMENT CONTRACT

COMBUSTION TURBINE PLANTS

SEPT 2024

				1st Shroud Block	1 set
				TP	10
				Combustion Liner	10
				Load Coupling	1

Note: CI: Combustion Inspection TP: Transition Piece HGPI:  
Hot Gas Path Inspection Liner: Combustion Liner

3.5. Electrical System

3.5.1. Main Transformers

The GPA Transmission and Distribution (T&D) division maintains transformers. The PMC will support all transformers with maintenance services and troubleshooting activities through the life of the PMC contract, in coordination with T&D.

4. Station Performance

GPA operates on an October to September financial reporting year. Since this is the financial reporting standard, the GPA chose to structure the plant budgets and performance reporting along this same time frame. The following history is a monthly/annual summary of each unit’s performance:  
GHR – Gross Heat Rates  
EAF – Equivalent Availability Factor

4.1. Heat Rate for all plants 2020-2024

FY 2024 Heat Rate (Gross Heat Rate, BTU/KWH)

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
DCT1	18052	16897	17456	17052	17189	16956	17078	17340	18112	18235	18693	17709
DCT2	18080	17556	18071	17429	18487	17933	17927	18170	20336	20920	21725	21235
MCT	12719	12650	12412	12382	12512	12343	12103	12046	11940	11915	12568	12463
Yigo CT	0	0	0	0	0	0	12103	13563	13598	12131	12049	12010
Piti 7	16265	16424	15671	15209	16530	16923	16157	16125	16576	16706	16711	15662

PERFORMANCE MANAGEMENT CONTRACT

COMBUSTION TURBINE PLANTS

SEPT 2024

FY 2023 Heat Rate (Gross Heat Rate, BTU/KWH)

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
DCT1	17933	17365	18445	17782	17795	17403	16914	17849	16659	17788	17318	17414
DCT2	17760	17161	17968	17634	17384	17217	17055	18302	16791	17500	17295	17550
MCT	12648	13144	9523	13572	13696	12159	12408	12260	12203	12540	12348	12529
Yigo CT	11760	11981	11079	11914	11861	11728	11602	11566	0	0	0	0
Piti 7	14468	14974	15952	15352	15498	15038	14971	14992	16120	15629	15219	16116

FY 2022 Heat Rate (Gross Heat Rate, BTU/KWH)

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
DCT1	17102	17530	18328	17446	16389	17668	16776	16426	16993	17099	16790	16994
DCT2	16760	16560	16420	16558	16402	16701	16483	16221	16921	16970	16472	17052
MCT	12769	14428	13542	14282	12036	11922	12125	12221	13126	12624	12043	12336
Yigo CT	12035	11809	11581	11481	11221	11181	11155	11313	11757	11655	11491	11573
Piti 7	14317	14213	14805	15711	14603	14383	14449	14119	14348	14527	14432	14814

PERFORMANCE MANAGEMENT CONTRACT

SEPT 2024

COMBUSTION TURBINE PLANTS

FY 2021 Heat Rate (Gross Heat Rate, BTU/KWH)												
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
DCT1	21466	19945	18283	21445	19166	19556	17696	17562	17385	17618	17781	17787
DCT2	18868	19673	18926	21236	16595	19044	17615	17237	16715	17372	17280	17434
MCT	13375	13199	13030	13888	12917	12612	12247	11929	11906	11996	12263	12277
Yigo CT	12917	12799	12391	15697	12689	12637	11669	11677	0	0	11669	11673
Piti 7	16937	15784	15537	16455	16322	16672	15653	15255	14725	15111	15573	16172

5.

FY 2020 Heat Rate (Gross Heat Rate, BTU/KWH)												
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
DCT1	21565	17294	0	0	22796	20581	0	18212	0	19438	0	19233
DCT2	18485	17389	17314	18619	0	19569	0	18348	0	18762	0	19228
MCT	12980	12395	12782	12892	13107	12928	13329	12811	13395	12874	13046	12913
Yigo CT	12627	12143	12599	16357	12979	12780	12945	12532	13172	12777	12943	12686
Piti 7	14978	14131	15158	12694	16814	16487	17280	15548	16380	15910	17532	15990

4.2 EAF for All Plants 2020-2024

Fiscal Year EAF, All Plants					
EAF (%)	FY2020	FY2021	FY2022	FY2023	FY2024
DCT 1	80	94	95	90	93
DCT2	96	98	98	93	78
MCT	99	98	93	93	90
Yigo CT	93	66	96	64	36
Piti 7	74	55	65	72	51



PERFORMANCE MANAGEMENT CONTRACT

COMBUSTION TURBINE PLANTS

SEPT 2024

FY 2024 EAF, All Plants

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
DCT 1	98.76	90.69	94.92	95.94	98.19	98.90	99.58	90	88.47	90	86.81	90
DCT 2	99.25	89.20	90	90	88.48	89.69	86.86	77.02	50.16	50.32	60.25	60
MCT	79.76	80.00	84.77	90	88.93	63.14	100	98.25	97.33	98.57	100	100
Yigo CT	0	0	0	0	0	0	18.55	79.44	79.38	52.38	97.28	99.92
PITI 7	54.54	37.04	72.85	51.4	25.96	50.86	57.50	57.50	57.50	57.50	19.30	69.69

FY 2023 EAF, All Plants

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
DCT 1	95	95	95	95	95	93.25	95	95	91.65	49.47	90	86.34
DCT 2	95	94.92	95	95	95	95	95	82.43	91.10	91.76	90	100
MCT	99.53	99.09	100	100	100	96.88	100	78.82	84.12	81.84	88.25	86.70
Yigo CT	100	96.95	94.37	98.4	97	100	100	76.91	0	0	0	0
PITI 7	75.03	82.38	65.99	81.89	82.50	78.59	77.50	77.50	74.79	63.57	56.97	52.30

FY 2022 EAF, All Plants

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
DCT 1	97.25	90.97	79.57	92.64	100	100	93.37	96.18	100	100	97.36	95
DCT 2	100	100	100	100	100	96.28	99.89	93.65	98.07	100	97.36	95
MCT	100	100	99.92	100	97.56	95.69	92.10	99.52	100	99.82	89.12	36.78
Yigo CT	87.16	91.90	99.32	99.9	100	100	93.62	99.79	83.98	91.40	99.35	100
PITI 7	48.11	82.50	77.80	65	65	63.27	65	66.14	68.32	70	69.14	41.22

PERFORMANCE MANAGEMENT CONTRACT

COMBUSTION TURBINE PLANTS

SEPT 2024

FY 2021 EAF, All Plants

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
DCT 1	97.64	100	100	100	100	99.65	62.71	99.76	92.28	73.72	100	99.66
DCT 2	100	100	100	100	100	100	100	97.29	99.51	83.32	100	100
MCT	100	92.03	94.39	100	99.87	99.62	100	100	100	95.36	97.97	95.46
Yigo CT	99.45	94.94	98.48	100	88.25	56.91	99.55	44.68	0	0	11.38	98.07
PITI 7	70	70	69.56	68.81	51.69	47	28.32	45.44	62.50	62.05	58.99	21.44

FY 2020 EAF, All Plants

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
DCT 1	100	100	34.51	0	18.45	100	100	100	100	100	100	100
DCT 2	57.64	100	100	100	100	100	100	100	100	100	100	99.79
MCT	100	98.79	100	100	99.62	100	100	100	94.96	99.13	100	98.29
Yigo CT	36.10	95.76	100	96.87	100	99.44	100	93.82	99.75	100	100	92.26
PITI 7	74.84	75	75	75	72.63	73.08	75	75	85.61	70	70	69.31

**5.0 Operations and Maintenance**

**5.1 Operational Characteristics**

The Dededo CT Plant is de-rated to 12MW as of October 2024 due to need of Overhaul. Overhaul is scheduled for the end of September 2025.

Dededo CT 1 is de-rated to 18MW as of October 2024 due to need of Overhaul. Overhaul is scheduled for the end of September 2025.

The Macheche CT Plant is de-rated to 20 MW out of a rated capacity of 22MW.

The Yigo CT Plant is de-rated to 20 MW out of a rated capacity of 22MW.

Piti 7 is de-rated to 32MW out of 40MW rated capacity.

**5.2 Central Support Services**

**5.2.1 Central Maintenance Capabilities**

Description of department & capabilities of personnel: The Central Maintenance department (CM) supports Cabras 1& 2, until retirement in 2026, in addition to the fleet of combustion turbines and medium speed diesels across the entire island. Central Maintenance has good in-house maintenance capabilities for a plant this size with the following equipment and shop support:

- Three engine lathes capable of turning 40+ inches, 15 feet in length;
- Milling machine;
- Surface grinder;
- A pair of band saws;
- Two drill presses (one large radial and one small);
- Four electric welding machines rated at 300 amps;
- Two portable (diesel powered) welding machines with AD/DC power and compressed air capabilities;
- Plasma cutter;
- Tool storage locks up with various portable hand tools, estimated value approximately \$100,000.

The CM department personnel receive their training through on-the-job efforts. There is no formal training or apprenticeship program. The majority of the CM personnel are currently Journeymen mechanics. Currently there is only one Utility Worker position employee in the CM department.

History: the CM department personnel typically have supported the major outages and large equipment repair activities at Cabras such as:

- Air heater basket and seal repairs;
- Boiler welding and repairs;
- Turbine / Generator outages;
- Pump, motors, fans;
- Piping, valves, condenser, feedwater heaters.

The CM department has a staff of 16 employees, with a Superintendent, 2 foremen, 5 welders and 2

PERFORMANCE MANAGEMENT CONTRACT  
COMBUSTION TURBINE PLANTS

SEPT 2024

Trainees and 1 temporary assignment from Transmission and Distribution.

**5.2.2. Central Planning Capabilities**

Description of department & capabilities of personnel: In 1997 GPA initiated the implementation of the Computerized Maintenance Management System (CMMS) under the J.D. Edwards (JDE) Financial Management Software for all operations division sections, but primarily for generation, T&D and transportation. Prior to this program, GPA tracked maintenance with a simple database or spreadsheet program, with no standardized maintenance management program in place. History files were not easily accessible and most history resources were retiring. In addition, labor and other project costs tracking became difficult tasks when projects were not setup with appropriate tracking accounts.

Currently, there are two full time dedicated maintenance planners at the Cabras Facility that handle the processing, coordinating, scheduling and closing of maintenance work orders. The planner’s areas of responsibilities are generally split to handle either mechanical or electrical/instrument work orders. Planning meetings for each discipline occurs two to three times a week to review work order backlog, scheduling and work order progress. These meetings typically involve the planners, assistant plant superintendent of maintenance and maintenance supervisors.

**5.2.3. Central Warehousing Capabilities**

Description of department & capabilities of personnel: The warehouse stores spare and replacement parts and components required for reliable operation of the Cabras facility. It operates on an unmanned, on-call basis, with personnel available as needed. GPA will continue to provide this person since the warehouse stores parts for Cabras 3 & 4 and other operating units within the GPA system.

**5.2.4. Station Engineering Capabilities**

Description of department & capabilities of personnel: The station-engineering department is situated adjacent to the planning department on the Cabras plant property. The team consists of a single Mechanical Engineer.

History: This department’s employees handle projects to improve the long term reliability and operation /maintenance of the plant. Department personnel also coordinate with contractors, determine budget inputs, support major outages, monitor heat rate and determine what needs to be accomplished to help the long-term viability of the plant.

**5.2.5. General Engineering Capabilities**

Description of department: The Engineering Division is responsible for the overall implementation of new capital improvements projects for the Guam Power Authority. Additionally, the Division is responsible for managing the Authority’s, Demand Side Management (DSM) program in addition to performing various system planning studies such as the Long Range Transmission Study and the Integrated Resource Plan. Lastly, General Engineering is also responsible for the overall system protection needs.

The General Engineering Division is comprised of eight sections:

- Engineering Administration;
- Customer Service;
- Distribution;
- Project Management;
- Real Estate;
- Substation / Transmission;

The Division has personnel with varying skill levels from the licensed professional engineers to engineering technicians and the field survey crews.

**5.3. Computerized Maintenance Management System (CMMS)**

In 1997 GPA initiated the implementation of the Computerized Maintenance Management System (CMMS) under the J.D. Edwards (JDE) Financial Management Software for all operations division sections, but primarily for generation, T&D and transportation. Prior to this program, GPA tracked maintenance with a simple database or spreadsheet program, with no standardized maintenance management program in place. History files were not easily accessible and most history resources were retiring. In addition, labor and other project costs tracking became difficult tasks when projects were not setup with appropriate tracking accounts.

The CMMS provided an on-line access to equipment for completed, ongoing and upcoming maintenance work orders with an up to date status. Backlog, project costs and labor tracking were easily available through system reporting. The integrated inventory program allowed parts to be viewed on-line and staged before they were to be picked up from the warehouse. The CMMS also provided the capability of downloading system data onto a spreadsheet to graph equipment readings or test results for trending analysis.

**5.4. Current Plant Organization**

The current GPA Employee CT Plant, Diesel Plant, and Central Maintenance Staffing can be seen in Schedule C.

**5.4.1. Operations Department**

**Power Plant Operators**

The Power Plant Operators are responsible for operating all the equipment outside the control center area. These operators inspect, operate and turn on and off the auxiliary equipment as required and ensure the safe and reliable operation of the major and auxiliary equipment of the plant.

**5.4.2. Maintenance Department**

**Plant Maintenance Mechanic**

Plant maintenance mechanic employees provide repair services of the mechanical nature to all the plant equipment as required. They also help to ensure the safe and reliable operation of the major and auxiliary equipment of the plant.

**Electrical Maintenance Employees**

Electrical maintenance employees provide repair services of the electrical nature of all the plant equipment as required. They also help to ensure the safe and reliable operation of the major and auxiliary equipment of the plant.

**Instrument & Control Maintenance Employees**

The Instrument and Control (I&C) maintenance employees provide repair services to the instrument

PERFORMANCE MANAGEMENT CONTRACT

SEPT 2024

COMBUSTION TURBINE PLANTS

and control nature of all the plant equipment as required. They also help to ensure the safe and reliable operation of the major and auxiliary equipment of the plant.

6. Historic Spending

Historic Operation and Maintenance spending for the Combustion Turbine Plants are illustrated in the succeeding tables.

Table 6.1 Piti 7 Operations and Maintenance Expenses 2020-2024.

Sum of Invoice Amount	Fiscal Year					
PO Description	FY-20	FY-21	FY-22	FY-23	FY-24	Grand Total
Accessory Equipment		\$158,808	\$22,667	\$17,897	\$24,634	\$224,006
Accessory Equipment Maint.	\$4,397	\$4,085	\$10,494	\$7,340	\$8,165	\$34,481
Chemicals	\$56,745	\$44,709	\$40,458	\$20,295	\$35,092	\$197,299
Diesel Plant Parts		\$17,084	\$49,538	\$11,590		\$78,212
Gases			\$4,499	\$835	\$4,816	\$10,150
Lubrication	\$7,570		\$5,810		\$6,840	\$20,220
Office Supplies	\$496		\$3,395			\$3,891
Other Materials	\$31,797	\$24,195	\$20,294	\$5,952	\$11,674	\$93,912
Other Parts	\$33,527				\$888	\$34,415
Other Professional Services	\$210,000	\$246,860	\$210,000	\$35,000		\$701,860
Technical_Fees						
Tools					\$120	\$120
Grand Total	\$344,532	\$495,741	\$367,156	\$98,909	\$92,229	\$1,398,566

Table 6.2 Piti 7 Capital Improvement Projects Expenses 2020-2024.

Sum of Invoice Amount		Fiscal Year				
PO Description	Purchase Order#	FY-20	FY-21	FY-23	FY-24	Grand Total
Cabinet 30gal Flam Yel SC	28012	\$4,200				\$4,200
1ea Liquid Fuel Flow Divider	30817			\$26,000		\$26,000
Starting Engine Crank Shaft & Pulley	32773				\$218,887	\$218,887
Turbine Parts for Major Overhaul	32900					
Grand Total		\$4,200	\$264,705	\$26,000	\$218,887	\$513,792

PERFORMANCE MANAGEMENT CONTRACT

COMBUSTION TURBINE PLANTS

SEPT 2024

6.3 CT Power Plants (Dededo CT1&2, Macheche,Yigo) O&M Expenses 2020-2024

Sum of Invoice Amount	Fiscal Year				
PO Description	FY-20	FY-21	FY-22	FY-23	Grand Total
Other Professional Services	\$696,815	\$1,532,338	\$1,646,797		\$3,875,950
PMC Routine O&M			\$885,285	\$449,455	\$1,334,740
Grand Total	\$696,815	\$1,532,338	\$2,532,083	\$449,455	\$5,210,691

6.4 CT Power Plants (Dededo CT1&2, Macheche,Yigo) Expenses CIP 2020-2024

Sum of Invoice Amount		Fiscal Year					
PO Description	Purchase Order#	FY-20	FY-21	FY-22	FY-23	FY-24	Grand Total
PMC Routine O&M	30786			\$41,453			\$41,453
	30787			\$43,244			\$43,244
	30941			\$225,141			\$225,141
	30957			\$217,832			\$217,832
	30962			\$357,616			\$357,616
	31330				\$449,455		\$449,455
DCT#1_Turbine Fuel Divider with Flow Sensor Upgrade	27812	\$25,937					\$25,937
YCT_NGR/CT Upgrade	28016	\$51,053					\$51,053
DCT Water Injection Pump/Gear Box/Coupling/Motor upgrade	28046	\$203,242					\$203,242
MCT Exhaust Gas Temp, Thermocouple Upgrade	28539		\$57,196				\$57,196
DCT#1_Ratchet Assembly	28543		\$37,169				\$37,169
MCT Instrument Air Compressor Skid Replacement	29112		\$53,942				\$53,942
YCT LM2500 Engine Exchange	29132		\$4,530,000				\$4,530,000
YCT LM2500 SAC Engine Exchange	29137		\$505,285				\$505,285
DCT#1 Atomizing Air Compressor Overhaul & Refurbishment	29215		\$63,635				\$63,635
DCT#1 Engine Room Exhaust Duct Upgrade	29257		\$193,463				\$193,463
YCT_Replace Works	29285		\$118,811				\$118,811
YCT_Generator Room Gas Turbine Air Intake & Exhaust Duct Upgrade	29286		\$165,283				\$165,283
YCT_MCC#3 & WTMCC#2 Upgrade	29795			\$137,953			\$137,953

PERFORMANCE MANAGEMENT CONTRACT  
COMBUSTION TURBINE PLANTS

SEPT 2024

YCT_Main Generator Overhaul	29869			\$918,095			\$918,095
YCT_Gire Engine Pump System Upgrade	29914			\$114,241			\$114,241
YCT_Vaccum Circuit Breaker Upgrade	29972			\$33,279			\$33,279
DCT#1_Fuel Bypass Valve	30759			\$84,727			\$84,727
DCT_Water Treatment Control System Upgrade	30801			\$98,589			\$98,589
Typhoon Mawar Damages	31913				\$124,976		\$124,976
Typhoon Mawar Emergency Repairs	32017					\$1,372,207	\$1,372,207
YCT_LM2500 Hot Section Eschange & Dry Combustor Rotable	32201					\$2,049,120	\$2,049,120
DCT#1&2_ Turbine System Motor Center Upgrade	32359					\$265,438	\$265,438
Grand Total		\$280,231	\$5,724,784	\$2,272,170	\$574,430	\$3,686,765	\$12,538,381



**SCHEDULE G**

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**Fuel Supply Specifications and Arrangements**

GPA ULTRA-LOW SULFUR DIESEL FUEL SPECIFICATIONS

PRODUCT QUALITY SPECIFICATION: DIESEL FUEL Oil No. 2 <sup>A</sup>

Property	ASTM Test Method <sup>B</sup>	Alternate Method ASTM	Unit of Measure	Limits
Flash Point	D93		°C	52 Min
Water & Sediment	D2709		% vol	0.05 Max
Distillation Temp, °C 90%, recovered	D86		°C	280 Min 360 Max
Kinematic Viscosity	D-445		mm <sup>2</sup> at 40°C	1.9 Min 4.1 Max
Ash	D482		% mass	0.01 Max
Sulfur	D5453	D-7039	ppm (µg/g)	15 Max
Copper Strip Corrosion Rating (3hrs min at 50°C)	D130			No.1 Max
Cetane Index	D 613	D976-80 D 4737		46 Min
Total Aromatic Hydrocarbons	D1319	IP391	% mass	15 Min 35 Max
Micro Carbon Residue on 10% distillation residue	D189	D524 D6371 D4530	% mass	0.20 Max
Lubricity, HFRR @ 60°C	D6079		Micron	460 Max
Conductivity	D2624	D4308	pS/m	25 Min
Density @ 15°C	D4052	D1298	Kg/m <sup>3</sup>	820 Min 850 Max
Gravity, API @ 60°F	D1298	D4052		35 Min 41 Max
Color	D1500	D6045	ASTM	2.0 Max
Strong Acid No.	D974		mg KOH/g	NIL
Total Acid No.	D974		mg KOH/g	0.5 Max
Stability (Oxidation), 16Hrs	D2274		mg/L	25 Max
Appearance @ ambient temp <sup>C</sup>	Visual			Report
Guaranteed Heating Value (HHV)	D240		MMBTU/bbl	5.70 Min

<sup>A</sup> Follows the minimum requirements for **Ultra-Low Diesel Fuel Oils (ULSD)** listed under ASTM 975-10.

<sup>B</sup> These test methods are specified in 40CFR Part 80. Test methods must follow the latest version.

<sup>C</sup> Appearance must be clear and bright at ambient temperature and free from water and particulates.

FUEL SUPPLY ARRANGEMENTS

Delivery

GPA and CONTRACTOR will liaise to prepare weekly fuel schedules showing anticipated times and quantities of fuel to be utilized by the Plant. GPA shall be responsible for ensuring the availability of fuel supplies, including funding and payments.

The CONTRACTOR and plant staff shall comply with requirements set forth in the Diesel Fuel Supply Contract and related SOPs. The CONTRACTOR and GPA Assistant Plant Superintendent shall ensure that the plant has adequate fuel supply daily, and shall follow the fuel supply request procedures discussed with the Diesel Fuel Suppliers.

Delivery requests may be made between 7:00 AM to 5:00 PM daily including weekends and holidays. Fuel deliveries will be on an as needed / on call basis and may be available daily including weekends and holidays except during receiving of bulk fuel shipments by pipeline transfer at the supply source. Changes to these procedures shall be coordinated by GPA, the CONTRACTOR and the Fuel Suppliers ahead of time.

All fuel will be delivered to the designated plant sites. Title and custody to the fuel shall pass from GPA to the CONTRACTOR when:

- a) the fuel oil has passed the GPA pipeline flange connection to the first flange of the CONTRACTOR storage tank receiving pipeline, if delivery is via pipeline transfer; or
- b) the fuel oil has passed the fuel supplier tanker truck hose connection to the first flange of the CONTRACTOR storage tank receiving pipeline, if delivery via road tankers.

Fuel Oil Storage

The CONTRACTOR shall ensure that CONTRACTOR fuel storage facility has sufficient capacity (excluding deadstock) to sustain continuous operation at maximum consumption without refueling for at least five (5) consecutive days.

The CONTRACTOR shall direct Plant Staff to comply with standard operating procedures to ensure that fuel inventory is handled in accordance with operating and regulatory requirements. One of the critical tasks is ensuring that water is drained regularly.

CONTRACTOR shall calibrate the fuel tanks in an approved manner.

Testing	Upon each delivery of fuel to and, from time to time thereafter, a suitable sample shall be taken and analyzed by the CONTRACTOR from the storage tank to ensure that it meets the specifications as shown above. Oil sampling and testing for quality by shall be performed by an independent third party surveyor and laboratory and results shall be reported to CONTRACTOR and GPA.
Metering	CONTRACTOR shall install a fuel meter at the CONTRACTOR storage tank, configured in manner that will allow on-site calibration. Meters shall be calibrated by CONTRACTOR and tested every six months under the CONTRACTOR Routine O&M Spending Budget by a third party agreed between CONTRACTOR and GPA.
Variation in rate Of delivery	CONTRACTOR and GPA will liaise in estimating the fuel required to comply with GPA’s annual, monthly and weekly systems operating plans.
Security	CONTRACTOR shall be responsible for all security and safety arrangements in respect of the fuel in the Site tanks
Spill Prevention Control and Countermeasure Plan (SPCC Plan)	<ol style="list-style-type: none"><li>1. CONTRACTOR shall be responsible for the preparation of SPCC plan for the facility for EPA and GPA’s approval.</li><li>2. CONTRACTOR shall be responsible for the full compliance of the Facility SPCC plan.</li></ol>
Best Management Plan (BMP)	CONTRACTOR shall be responsible for the preparation of the Facility BMP plan for EPA and GPA’s approval, including full compliance with the plan.

**SCHEDULE H**

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**Environmental Compliance for  
CT Power Plants**

The list below are the continuing obligations at the Combustion Turbine Power Plants to ensure compliance with environmental regulations.

Table 1: CONTINUING OBLIGATIONS

REQUIREMENT/PERMIT	CURRENT STATUS	ACTION REQUIRED FROM PMC
Title V Permit	2009 Permit remains in effect until Guam EPA Issues a new permit	Submit various data as summarized in Compliance requirements
NPDES Permit	N/A	
SPCC		Submit various data and perform regular tasks as summarized in Compliance requirements
BMP	N/A	
FRP	N/A	
GHG Reporting	Annual report being submitted regularly by P&R	Required Data already part of other data submitted to P&R (ie monthly fuel consumption)
Tier II		Submit various data as summarized in Compliance requirements
TRI		Submit various data as summarized in Compliance requirements

**\*\*MOST ITEMS IN TABLE BELOW IS NOT APPLICABLE TO CT’S. SEE INDIVIDUAL COMPLIANCE SUMMARIES AND TABLE ABOVE.**

Table 1: CONTINUING OBLIGATIONS		
REGULATORY REQUIREMENT / PERMIT	CURRENT STATUS	ACTION REQUIRED FROM PMC
Title V Requirements: (Request for P&R to list down specific requirements)	The 2009 permit shall remain in effect past the March 2014 expiration date until Guam EPA issues new permits	- Provide data/info to P&R - see attached permit with highlights on relevant requirements for the PMC
Consent Decree/Fuel Switching  N/A	In compliance	- Provide data/info to P&R - provide support for Fuel switching system when needed
NPDES Permit  N/A	US EPA sent GPA Final Draft on Nov. 7, 2019. Issuance still on hold pending CZMA consistency determination from Guam BSP	Maintain contract with qualified Environmental Contractor to sample, test, and report results as required by NPDES Permit
SPCC	In compliance	Comply with Inspection Report recommendations from P&R
BMP  N/A	In compliance	Comply with Inspection Report recommendations from P&R
Facility Response Plan (referenced in SPCC inspection)  N/A	In compliance	Comply with Inspection Report recommendations from P&R
GHG Reporting	In compliance	Provide data/info to P&R
EGU MACT  N/A	Not complying. A Consent Decree is under negotiatiion with US EPA.	
Tier II	In compliance	Provide data/info to P&R
TRI	In compliance	Provide data/info to P&R

Environmental Compliance Requirements

Requirement	Citation Source	Definition
Air Quality		
Air Quality Permit: Title V Renewable Operating Permit	Air Pollution Control Permit GEPA Permit No.	Establishes ambient and source emission standards and permit requirements for conventional and hazardous air pollutants.
Greenhouse Gas Reporting Program (GHGRP)	40 CFR Part 98	The GHGRP requires reporting of greenhouse gas (GHG) data and other relevant information from large GHG emission sources, fuel and industrial gas suppliers, and CO2 injection sites in the United States.
Water Quality		
Spill Prevention Control and Countermeasure	40 CFR 112.7 to 112.8	The Spill Prevention, Control, and Countermeasure (SPCC) rule includes requirements for oil spill prevention, preparedness, and response to prevent oil discharges to navigable waters and adjoining shorelines. The rule requires specific facilities to prepare, amend, and implement SPCC Plans.
Waste Management		
Resource Conservation and Recovery Act (RCRA)	40 CFR Parts 240-299	Establishes regulations and permit requirements for hazardous waste management.
Toxic Substance Control Act (TSCA)	40 CFR Parts 700-799	Regulates the use, development, manufacture, distribution and disposal of chemicals. Certain chemicals [such a polychlorinated biphenyls (PCBs)] are subject to specific management standards.
Others		
Emergency Planning and Community Right-To-Know Act (EPCRA)	Section 313 TRI	Requires facilities to report releases of 794 (as of 2023) designated toxic chemicals into the environment. TRI Chemicals are those that may cause cancer or other chronic human health effects, significant adverse acute human health effects, and/or significant adverse environmental effects.
	Section 312 TIER 2	Facilities covered by EPCRA requirements must submit an Emergency and Hazardous Chemical Inventory Form to the Local Emergency Planning Committee (LEPC), the State Emergency Response Commission (SERC), and the local fire department annually.



I. Title V Air Permit Monitoring and Reporting Conditions  
Dededo CT Power Plant  
Permit No. FO-003

1. OPERATIONAL REQUIREMENT

- Record log of the date and nature of all inspections & maintenance activities performed at the facility.
- Hours of operation for Units CT 1 and CT 2 shall not exceed 7,760 hours per year of full load operation and 1,000 hours per year of part load (less 80% of the rated capacity) operation.

2. EMISSIONS MONITORING REQUIRMENTS

- Annual Emission Testing for SO2, NOX, CO, UHC, PM10 and Opacity
  - EMISSION LIMITS

EMISSIONS	LIMITS
SO2	218 lbs/hr @ 100% load
NOx	83 lbs/hr @ 100% load
	49 lbs/hr @50% load
	59 ppmdv
CO	25 ppmdv @ 100% load
	170 ppmdv @ 50%
	21 lbs/hr @ 100% load
	86 lbs/hr @ 50% load
Volatile Organic Compound (VOC)	4 lbs/hr @ 100% load
	14 lbs/hr @ 50% load
PM 10	19.8 lbs/hr

Opacity	10%
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- **Fuel Sulfur Content:** Shall not exceed 0.5% by weight
- **Water injection** water to fuel ratio shall be at least 0.63 at 50% load and at least 0.0.59 at 100% load. Minimum ratio between 50% - 100% shall not be less than 0.59. **Water injection system shall be in service whenever the CT is in operation**
- Water to Fuel Ratio monitoring system must always be calibrated and maintained.
- Weekly Opacity reading for CT Generator
- Periodic Opacity reading for blackstart generator. Conduct every 3 months if unit runs more than 50 hours

3. **REPORTING REQUIREMENTS FOR SUBMISSION TO PLANNING AND REGULATORY**

- Monthly Log of the date and nature of all inspections and maintenance activities
- Monthly Fuel Consumption
- Monthly Ratio of water and fuel being fired
- Monthly Hours of operation
- Date and time the water to fuel ratio falls the minimum level required - Monthly
- Notify P & R within 24 hours by phone in the event of excess emissions or malfunction of the CT
- Notify P & R within 24 hours by phone on any release of NOX, SO2 or PM above the acceptable limits

II. **Spill Prevention Control and Countermeasure (SPCC) Plan**

1. Conduct SPCC inspections during daily operations or weekly and report discrepancies to the Supervisor and conduct corrective measures.

Performance Management Contract  
CT Power Plants

2024

2. Conduct weekly SPCC briefing
3. Conduct tank integrity testing API 653 for the 150,000 gallon Raw Diesel and Clean Diesel Tanks.

**III. Emergency Planning Community Right to Know Act (EPCRA)**

1. Submit Monthly Fuel Storage Inventory
2. Submit Chemical Storage Inventory
3. Submit Safety Data Sheet (Periodically)
4. Number of employees and work hours in a year

**IV. Resource Conservation and Recovery Act (RCRA)**

Regularly inspect and maintain the storage and inventory of regulated wastes. Reports to P & R for the disposal of regulated wastes such as

- 1. Regulated Waste Storage and Disposal**
  - Solvent, paints, thinners, and other hazardous chemicals
  - Drums containing oil contaminated pads, booms and rags
  - Contaminated soil, sludge from fuel (DFO#2, transformer oil and lubricants oils and other related contaminated waste)
- 2. Universal Wastes Storage and Disposal**
  - Mercury containing light bulbs
  - Oil containing ballasts
  - Used Batteries
- 3. Used/Waste Oil Handling Disposal for Energy Recovery**

V. Title V Air Permit Monitoring and Reporting Conditions  
Macheche CT Power Plant  
Permit No. FO-004

4. OPERATIONAL REQUIREMENT

- Record log of the date and nature of all inspections & maintenance activities performed at the facility
- Fuel consumption (shall not exceed 7,140,000 gallons per year) or; Hours of operation (shall not exceed 4,280 full load hours per year)

5. EMISSIONS MONITORING REQUIRMENTS

- Annual Emission Testing for SO2, NOX, CO, UHC, PM10 and Opacity
  - EMISSION LIMITS

EMISSIONS	LIMITS
SO2	125 lbs/hr @ 100% load
NOx	55 lbs/hr @ 100% load and
	59 ppmdv @ 15% O2
CO	21.8 lb/hr
Unburned Hydrocarbons (UHC)	4.0 lb/hr @ 50% load
PM 10	20 lb/hr
Opacity	10%

- Fuel Sulfur Content:** Shall not exceed 0.5% by weight
- NOX Control:** Water injection water to fuel ratio shall be at least 0.73 at 30% load and atleast 0.82 at 100% load. Minimum ratio between 30% - 100% shall not be less than 0.73. **Water injection system shall be in service whenever the CT is in operation**

- Water to Fuel Ratio monitoring system must always be calibrated and maintained.
- Weekly Opacity reading for CT Generator
- Periodic Opacity reading for blackstart generator. Conduct every 3 months if unit runs more than 50 hours

**6. REPORTING REQUIREMENTS FOR SUBMISSION TO PLANNING AND REGULATORY**

- Monthly Log of the date and nature of all inspections and maintenance activities
- Monthly Fuel Consumption
- Monthly Ratio of water and fuel being fired
- Monthly Hours of operation
- Date and time the water to fuel ratio falls the minimum level required - Monthly
- Notify P & R within 24 hours by phone in the event of excess emissions or malfunction of the CT
- Notify P & R within 24 hours by phone on any release of NOX, SO2 or PM above the acceptable limits

**VI. Spill Prevention Control and Countermeasure (SPCC) Plan**

4. Conduct SPCC inspections during daily operations or weekly and report discrepancies to the Supervisor and conduct corrective measures.
5. Conduct weekly SPCC briefing
6. Conduct STI SP-001 integrity testing for fuel tanks 130 and 140
7. Conduct API 653 integrity testing for fuel tanks 110 and 120

**VII. Emergency Planning Community Right to Know Act (EPCRA)**

- 5. Submit Monthly Fuel Storage Inventory
- 6. Submit Chemical Storage Inventory
- 7. Submit Safety Data Sheet (Periodically)
- 8. Number employees and work hours in a year

**VIII. Resource Conservation and Recovery Act (RCRA)**

Regularly inspect and maintain the storage and inventory of regulated wastes. Reports to P & R for the disposal of regulated wastes such as

**4. Regulated Waste Storage and Disposal**

- Solvent, paints, thinners, and other hazardous chemicals
- Drums containing oil contaminated pads, booms and rags
- Contaminated soil, sludge from fuel (DFO#2, transformer oil and lubricants oils and other related contaminated waste)

**5. Universal Wastes Storage and Disposal**

- Mercury containing light bulbs
- Oil containing ballasts
- Used Batteries

**6. Used/Waste Oil Handling Disposal for Energy Recovery**

IX. Title V Air Permit Monitoring and Reporting Conditions  
Piti #7 Power Plant  
Permit No. 02-MAJFOPP0329.12

7. OPERATIONAL REQUIREMENT

- Record log of the date and nature of all inspections & maintenance activities performed at the facility.
- Hours of operation for Unit Piti #7 shall not exceed 6,273 hours per year of full load operation.

8. EMISSIONS MONITORING REQUIRMENTS

- Annual Emission Testing for SO2, NOX, CO, UHC, PM10 and Opacity
  - EMISSION LIMITS

EMISSIONS	LIMITS
SO2	229 lbs/hr
NOx	73 lbs/hr
CO	8.8 lbs/hr
Unburned Hydrocarbons (UHC)	4.4 lbs/hr
PM 10	18 lbs/hr
Opacity	20%

- Fuel Sulfur Content:** Shall not exceed 0.5% by weight

- **Water injection** the water-to-fuel ratio shall not fall below the levels listed in the table below:

Operating Load (MW)	Water-to-Fuel Ratio
15 to 19	0.4
20 to 24	0.5
25 to 29	0.6
30 to 32	0.7
33 to 39 (base load)	0.8
40 (peak load)	1.0

Water injection shall be used whenever the combustion turbine (Unit Piti #7) is in operation to control NO<sub>x</sub> emissions.

- Water to Fuel Ratio monitoring system must always be calibrated and maintained.
- Weekly Opacity reading for Unit Generator
- Periodic Opacity reading for black start generator. Conduct every 3 months if unit runs more than 50 hours

9. REPORTING REQUIREMENTS FOR SUBMISSION TO PLANNING AND REGULATORY

- Monthly Log of the date and nature of all inspections and maintenance activities
- Monthly Fuel Consumption
- Monthly Ratio of water and fuel being fired
- Monthly Hours of operation
- Date and time the water to fuel ratio falls the minimum level required - Monthly
- Notify P & R within 24 hours by phone in the event of excess emissions or malfunction of the CT
- Notify P & R within 24 hours by phone on any release of NOX, SO2 or PM above the acceptable limits



**X. Spill Prevention Control and Countermeasure (SPCC) Plan**

- 8. Conduct SPCC inspections during daily operations or weekly and report discrepancies to the Supervisor and conduct corrective measures.
- 9. Conduct weekly SPCC briefing
- 10. Conduct tank integrity testing API 653 for the 150,000-gallon Raw Diesel and Clean Diesel Tanks.

**XI. Emergency Planning Community Right to Know Act (EPCRA)**

- 9. Submit Monthly Fuel Storage Inventory
- 10. Submit Chemical Storage Inventory
- 11. Submit Safety Data Sheet (Periodically)
- 12. Number of employees and work hours in a year

**XII. Resource Conservation and Recovery Act (RCRA)**

Regularly inspect and maintain the storage and inventory of regulated wastes. Reports to P & R for the disposal of regulated wastes such as

**7. Regulated Waste Storage and Disposal**

- Solvent, paints, thinners, and other hazardous chemicals
- Drums containing oil contaminated pads, booms and rags
- Contaminated soil, sludge from fuel (DFO#2, transformer oil and lubricants oils and other related contaminated waste)

**8. Universal Wastes Storage and Disposal**

- Mercury containing light bulbs
- Oil containing ballasts
- Used Batteries

Performance Management Contract2024

CT Power Plants

9. Used/Waste Oil Handling Disposal for Energy Recovery

XIII. Title V Air Permit Monitoring and Reporting Conditions  
Yigo CT Power Plant  
Permit No. FO-009

10. OPERATIONAL REQUIREMENT

- Record log of the date and nature of all inspections & maintenance activities performed at the facility
- Fuel consumption (shall not exceed 7,140,000 gallons per year) or; Hours of operation (shall not exceed 4,280 full load hours per year)

11. EMISSIONS MONITORING REQUIRMENTS

- Annual Emission Testing for SO2, NOX, CO, UHC, PM10 and Opacity

o EMISSION LIMITS

EMISSIONS	LIMITS
SO2	125 lbs/hr @ 100% load
NOx	55.8 lbs/hr @ 100% load and
	59 ppmdv @ 15% O2
CO	21.8 lb/hr
Unburned Hydrocarbons (UHC)	4.0 lb/hr @ 50% load
PM 10	20 lb/hr
Opacity	10%

- Fuel Sulfur Content:** Shall not exceed 0.5% by weight
- NOX Control:** Water injection water to fuel ratio shall be at least 0.77 at 50% load and at least 0.91 at 100% load. Minimum ratio between 50% - 100% shall not be less than 0.77. **Water injection system shall be in service whenever the CT is in operation**
- Water to Fuel Ratio monitoring system must always be calibrated and maintained.

- Weekly Opacity reading for CT Generator
- Periodic Opacity reading for blackstart generator. Conduct every 3 months if unit runs more than 50 hours

**12.REPORTING REQUIREMENTS FOR SUBMISSION TO PLANNING AND REGULATORY**

- Monthly Log of the date and nature of all inspections and maintenance activities
- Monthly Fuel Consumption
- Monthly Ratio of water and fuel being fired
- Monthly Hours of operation
- Date and time the water to fuel ratio falls the minimum level required - Monthly
- Notify P & R within 24 hours by phone in the event of excess emissions or malfunction of the CT
- Notify P & R within 24 hours by phone on any release of NOX, SO2 or PM above the acceptable limits

**XIV. Spill Prevention Control and Countermeasure (SPCC) Plan**

- 11. Conduct SPCC inspections during daily operations or weekly and report discrepancies to the Supervisor and conduct corrective measures.
- 12. Conduct weekly SPCC briefing
- 13. Conduct STI SP-001 integrity testing for fuel tanks 110, 120, 130 and 140

**XV. Emergency Planning Community Right to Know Act (EPCRA)**

- 13.Submit Monthly Fuel Storage Inventory

- 14. Submit Chemical Storage Inventory
- 15. Submit Safety Data Sheet (Periodically)
- 16. Number employees and work hours in a year

**XVI. Resource Conservation and Recovery Act (RCRA)**

Regularly inspect and maintain the storage and inventory of regulated wastes. Reports to P & R for the disposal of regulated wastes such as

**10. Regulated Waste Storage and Disposal**

- Solvent, paints, thinners, and other hazardous chemicals
- Drums containing oil contaminated pads, booms and rags
- Contaminated soil, sludge from fuel (DFO#2, transformer oil and lubricants oils and other related contaminated waste)

**11. Universal Wastes Storage and Disposal**

- Mercury containing light bulbs
- Oil containing ballasts
- Used Batteries

**12. Used/Waste Oil Handling Disposal for Energy Recovery**

Appendix A

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# Required Forms



GUAM POWER AUTHORITY

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

Telephone Nos. (671) 648-3045/55 Fax: 648-3165

Lourdes A. Leon Guerrero  
I Maga 'håga

Joshua F. Tenorio  
I Sigundo Maga 'låhi

BID BOND

NO.: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as

Principal Hereinafter called the Principal, and (Bonding Company), \_\_\_\_\_  
A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are  
Held firmly bound unto the Territory of Guam for the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), for Payment of which sum will and truly to be made, the said Principal and the said  
Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall  
enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or  
bonds as my be specified in bidding or Contract documents with good and sufficient surety for the faithful  
performance of such Contract Documents with good and sufficient surety for the faithful performance of such  
Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event  
of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the  
Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid  
and such larger amount for which the Territory of Guam may in good faith contract with another party to perform  
work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this  
obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
(PRINCIPAL) (SEAL)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS FOR SUPPORTING DOCUMENTS REQUIRED.

**INSTRUCTION TO PROVIDERS:**

NOTICE to all Insurance and Bonding Institutions:

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

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

- 1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
- 2. Power of Attorney issued by the Surety to the Resident General Agent or the following:
  - a. Current Sworn Annual Report (Limited Liability Company (LLC) and/or Corporation) or;
  - b. Current Renewal of Annual Limited Liability Partnership (LLP)

The following reference links below are for reference:

[https://www.govguamdocs.com/revtax/docs/SwornAnnualReport\\_LLC\\_0609.pdf](https://www.govguamdocs.com/revtax/docs/SwornAnnualReport_LLC_0609.pdf)  
[https://www.govguamdocs.com/revtax/docs/SwornAnnualReport\\_Corporations.pdf](https://www.govguamdocs.com/revtax/docs/SwornAnnualReport_Corporations.pdf)  
[https://www.govguamdocs.com/revtax/docs/Renewal\\_LLP\\_Registration\\_r1106.pdf](https://www.govguamdocs.com/revtax/docs/Renewal_LLP_Registration_r1106.pdf)

- 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

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



**PERFORMANCE BOND NUMBER: \_\_\_\_\_**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ ,  
as Principal, hereinafter called **CONTRACTOR**, and \_\_\_\_\_ ,  
a corporation hereinafter called **SURETY**, are held and firmly bound unto the **GUAM  
POWER AUTHORITY** as Obligee, in the amount of \_\_\_\_\_,  
an amount negotiated for the first partial **GUAM POWER AUTHORITY** fiscal year within  
the term of the **CONTRACT**, for the payment whereof **CONTRACTOR** and **SURETY**  
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, **CONTRACTOR** has by written agreement dated \_\_\_\_\_,  
2013, entered into a **CONTRACT for the Performance Management Contract for the  
Guam Power Authority's Combustion Turbine Power Plants: Dededo CT 1 and 2,  
Macheche CT, Yigo CT, and Piti 7 CT** with the **GUAM POWER AUTHORITY** through  
midnight of \_\_\_\_\_, 20\_\_\_\_, with the **AUTHORITY's** option to extend the  
**CONTRACT** for an additional three-year term beginning \_\_\_\_\_, 20\_\_\_\_, in  
accordance with forms and specifications prepared by the **GUAM POWER AUTHORITY**  
which **CONTRACT** is by reference made a part hereof, and is hereinafter referred to as the  
“**CONTRACT**”.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if  
**CONTRACTOR** shall promptly and faithfully perform said **CONTRACT** then this  
obligation shall be null and void; otherwise it shall remain in full force and effect. The  
**SURETY** hereby waives notice of any alteration or extension provided the same is within the  
scope of the **CONTRACT**. Whenever **CONTRACTOR** shall be and is declared by the  
**GUAM POWER AUTHORITY** to be in default under the **CONTRACT**, **GUAM  
POWER AUTHORITY** having performed its obligation thereunder, the **SURETY** may  
promptly remedy the default or shall promptly:

- (1) Complete the **CONTRACT** in accordance with its terms and conditions;  
or,
- (2) Obtain a bid or bids for completing the **CONTRACT** in accordance with  
its terms and conditions and upon determination by the **GUAM POWER  
AUTHORITY** and the **SURETY** jointly of the lowest responsive,  
responsible **BIDDER**, arrange for a **CONTRACT** between such  
**BIDDER** and the **GUAM POWER AUTHORITY** and make available as  
work progresses (even though there should be a default or a succession of  
defaults under the **CONTRACT** or **CONTRACTs** of completion  
arranged under this paragraph) sufficient funds to pay the cost of  
completion less the balance of the **CONTRACT** price; but not exceeding,  
including other costs and damages for which the **SURETY** may be liable  
hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the **CONTRACT** price", as used in this paragraph shall mean the total amount payable by the **GUAM POWER AUTHORITY** to **CONTRACTOR** under the **CONTRACT** for the current fiscal year and any amendments thereto, less the amount properly paid by the **GUAM POWER AUTHORITY** to **CONTRACTOR** for that partial or full fiscal year.

The term fiscal year shall mean the time between October 1 in the calendar year to September 30 of the next calendar year.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the **GUAM POWER AUTHORITY** or successors of the **GUAM POWER AUTHORITY**.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

	_____
	(Principal) (Seal)
(Witness)	_____
	(Bonding Company)
(Title)	_____
	(Title)
(Witness)	By: _____
	(Attorney-In-Fact)



**GUAM POWER AUTHORITY**

ATURIDÂT ILEKTRESEDÂT GUÅHAN

P.O.BOX 2977 • HAGÂTNÂ, GUAM U.S.A. 96932-2977

**SPECIAL PROVISION**

**FOR**

**OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT**

All Bidders/Offerors are required to submit a current affidavit as required below. Failure to do so will mean disqualification and rejection of the Bid/RFP.

**5 GCA §5233 (Title 5, Section 5233) states:**  
**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”).

(A) 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.

(B) 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.

(C) 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.

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:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total percentage of shares:		_____

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:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total percentage of shares:		_____

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:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total percentage of shares:		_____

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:

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

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 &amp; 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 &amp; 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 \_\_\_\_\_.

NON-COLLUSION AFFIDAVIT

Guam

)

)ss:

Hagatna

)

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

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

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

SUBSCRIBED AND SWORN to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

)Seal(

\_\_\_\_\_  
Notary Public

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT  
(Offeror)

TERRITORY OF GUAM

HAGATNA, GUAM

)  
)  
)

SS:

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

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

\_\_\_\_\_

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

SUBCRIBED AND SWORN to before me this \_\_\_\_day of \_\_\_\_\_, 2025.

\_\_\_\_\_

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



ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT  
(Proposer)

TERRITORY OF GUAM )  
HAGATNA, GUAM )

SS:

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

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

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

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

SUBCRIBED AND SWORN to before me this \_\_\_\_day of \_\_\_\_\_, 2025.

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

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

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

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

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

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
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		Wage Determination No.: 2015-5693 Revision No.: 23 Date Of Last Revision: 12/23/2024
Division of Wage Determinations		

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 \$17.75 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 2025.
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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](http://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		21.97
01035 - Court Reporter		17.40***
01041 - Customer Service Representative I		12.78***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.65***
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		21.97
01420 - Survey Worker		16.99***
01460 - Switchboard Operator/Receptionist		10.78***
01531 - Travel Clerk I		13.65***
01532 - Travel Clerk II		15.32***
01533 - Travel Clerk III		16.60***
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	17.40***
05010 - Automotive Electrician	16.34***
05040 - Automotive Glass Installer	15.28***
05070 - Automotive Worker	15.28***
05110 - Mobile Equipment Servicer	13.11***
05130 - Motor Equipment Metal Mechanic	17.40***
05160 - Motor Equipment Metal Worker	15.28***
05190 - Motor Vehicle Mechanic	17.40***
05220 - Motor Vehicle Mechanic Helper	12.00***
05250 - Motor Vehicle Upholstery Worker	14.22***
05280 - Motor Vehicle Wrecker	15.28***
05310 - Painter, Automotive	16.34***
05340 - Radiator Repair Specialist	15.28***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.40***
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.21***
07041 - Cook I	15.29***
07042 - Cook II	17.82
07070 - Dishwasher	10.00***
07130 - Food Service Worker	10.18***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.89***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94***
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47***
09110 - Furniture Repairer, Minor	17.15***
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.12***
11060 - Elevator Operator	10.38***
11090 - Gardener	15.28***
11122 - Housekeeping Aide	10.38***
11150 - Janitor	10.38***
11210 - Laborer, Grounds Maintenance	11.55***
11240 - Maid or Houseman	10.24***
11260 - Pruner	10.34***
11270 - Tractor Operator	13.99***
11330 - Trail Maintenance Worker	11.55***
11360 - Window Cleaner	11.60***
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50***
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.99***
12223 - Nursing Assistant III	15.26***
12224 - Nursing Assistant IV	17.12***
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
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)	
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	31.17
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	11.38***
16030 - Counter Attendant	11.38***
16040 - Dry Cleaner	12.98***
16070 - Finisher, Flatwork, Machine	11.38***
16090 - Presser, Hand	11.38***
16110 - Presser, Machine, Drycleaning	11.38***
16130 - Presser, Machine, Shirts	11.38***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.38***
16190 - Sewing Machine Operator	13.53***
16220 - Tailor	14.07***
16250 - Washer, Machine	11.91***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.70
19040 - Tool And Die Maker	24.77
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	13.83***
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	16.59***
21150 - Stock Clerk	23.33
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	19.70
23120 - Bicycle Repairer	15.81***
23125 - Cable Splicer	24.19
23130 - Carpenter, Maintenance	17.58***
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15***
23290 - Fire Alarm System Mechanic	16.77***
23310 - Fire Extinguisher Repairer	15.81***
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81***
23370 - General Maintenance Worker	13.77***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81***
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.41
23440 - Heavy Equipment Operator	18.33
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83***
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	25.08
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81***
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09***
24570 - Child Care Attendant	10.22***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	16.09***
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

27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.21***
27007 - Baggage Inspector	10.02***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	11.21***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	10.02***
27102 - Guard II	11.21***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.44***
28042 - Carnival Equipment Repairer	14.68***
28043 - Carnival Worker	9.93***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.60***
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)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32***
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
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	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21
30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or Surface Programs	22.96
30621 - Weather Observer, Senior (see 2)	25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	8.97***
31030 - Bus Driver	12.75***
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	17.57***
31364 - Truckdriver, Tractor-Trailer	17.57***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	10.26***
99050 - Desk Clerk	10.01***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	25.47
99252 - Laboratory Animal Caretaker II	27.83
99260 - Marketing Analyst	21.54
99310 - Mortician	28.73
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	17.32***
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40***
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	18.82
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	25.47
99841 - Vending Machine Repairer	32.44
99842 - Vending Machine Repairer Helper	25.47

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 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: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 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))."

SPECIAL PROVISIONS

**Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property**

GCA 5 §5253 Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues:

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the Government of Guam other than public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- (c) Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Requests for Proposals shall state all the conditions in § 5253(b).
- (d) Any contractor found in violation of § 5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

**SOURCE:** *Added by P.L. 28-024:2 ((Apr. 21, 2005). Amended by P.L. 28-098:2 (Feb. 7, 2006).*

Signature of Bidder

Date

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public

CONTINGENT FEES AFFIDAVIT

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM \_\_\_\_\_ )

\_\_\_\_\_ [state name of affiant signing below] being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]  
\_\_\_\_\_.
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of  
the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_.



GUAM POWER AUTHORITY

ATURIDÂT ILEKTRESEDÂT GUÅHAN

P.O.BOX 2977 • HAGÂTNÂ, GUAM U.S.A. 96932-2977

Lourdes A. Leon Guerrero  
I Maga 'hâga

Telephone Nos. (671) 648-3045/55 Fax: 648-3165

Joshua F. Tenorio  
I Sigundo Maga 'lâhi

Accountability	•	Impartiality	•	Competence	•	Openness	•	Value
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LOCAL PROCUREMENT PREFERENCE APPLICATION

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

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

All procurement of supplies and services shall be made from among businesses licensed to do business on Guam and that maintains an office or other facility on Guam, whenever a business that is willing to be a contractor is:

- ( )

(a)

A licensed bonafide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, suing workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory for the Pacific Islands; or
- ( )

(b)

A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured; or
- ( )

(c)

A business that has a bonafide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or One Hundred Fifty Thousand Dollars (\$150,000.0) whichever is less, of supplies and items of a similar nature to those being sought; or
- ( )

\*(d)

A service actually in business, doing a substantial business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or national of the United States, or persons who lawfully admitted to the United States to work, based on their citizenship in any of the nations previously comprising the Trust Territory of the Pacific Islands.

- Bidders indicating qualification under (d) may be considered QUALIFIED for the Local Procurement Preference **only if** the Government's requirement is for service. Service is defined Pursuant to 5 GCA Government Operations Subparagraph 5030 entitled DEFINITIONS under Chapter 5 of the Guam Procurement Law.

1.

I \_\_\_\_\_, representative for \_\_\_\_\_,

have read the requirements of the law cited above and do hereby qualify and elect to be given the LOCAL PROCUREMENT PREFERENCE for Bid No.: GPA \_\_\_\_\_.

By filling in this information and placing my signature below, I understand that the Guam Power Authority will review this application and provide me with a determination whether or not the 15% preference will be applied to this bid.
2.

I \_\_\_\_\_, representative for \_\_\_\_\_,

have read the requirements of the law cited above, and do not wish to apply for the Local Procurement Preference for Bid No.: GPA \_\_\_\_\_.

\_\_\_\_\_

Bidder Representative Signature

\_\_\_\_\_

Date

NOTE:  
*Prospective Bidders not completing this form will automatically be not considered for Local Procurement Preference. Non-completion of this form is not a basis for rejection of the bid or proposal.*

GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- ☒ 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) And the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at the Guam Power Authority). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- ☒ 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- ☒ 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- ☒ 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- ☒ 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- ☒ 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
- ☐ 7. **“ALL OR NONE” BIDS:** Unless otherwise allowed under this Solicitation. “all or none” bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.

**NOTE:** By checking this item, the Government is requesting all of the bid items to be bided or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.

- ☒ 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- ☒ 9. **BIDDER’S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- ☒ 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.
- ☒ 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier’s Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Power Authority in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier’s check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) **Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.**
- ☒ 12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check payable to the Guam Power Authority issued by any of the local Banks or Bonding Institution in the amount **equivalent to one (1) year's Fixed Management Fee** of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within



10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202.03.4).

- [ X] 13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety’s resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 15. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
- [X] 17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

a) Price of items offered.

b) The ability, capacity, and skill of the Bidder to perform.

c) Whether the Bidder can perform promptly or within the specified time.

d) The quality of performance of the Bidder with regards to awards previously made to him.

e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.

f) The sufficiency of the financial resources and ability of the Bidder to perform.

g) The ability of the bidder to provide future maintenance and services for the subject of the award.

h) The compliance with all of the conditions to the Solicitation.
- [X] 18. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
- [ ] 19. **BRAND NAMES:** Any reference in the Solicitation to manufacturer’s Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but nor restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [ ] 20. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [ ] 21. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [ ] 22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder’s account and must be from a certified Testing Association.
- [X] 23. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).

- [ ] 24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief term description and quantity. Letter marking shall not be less than 3/4" in height.
- [ ] 25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Guam Power Authority, Dededo Warehouse at (671) 653-2073, Information Technology Division at (671) 648-3060, GPA Transportation Supply at (671) 300-8318 and/or Guam Power Authority Cabras Warehouse at (671) 475-3319 at least twenty-four (24) hours before delivery of any item under this solicitation.
- [ ] 26. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [ ] 27. **MANUFACTURER’S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 28. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [ ] 29. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [ ] 30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 31. **GUARANTEE:**

a) **Guarantee of Vehicle Type of Equipment:**

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

b) **Guarantee of Other Type of Equipment:**

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

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



- [X] 38. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative towards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.
- [X] 40. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be receive by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.
- [X ] 41. **PAYMENT TERMS:** NET THIRTY (30) DAYS after receipt of ORIGINAL invoice for goods and/or services rendered.
- [X] 42. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor’s delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).
- [X] 43. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 44. **FIXED PRICE:** Pursuant to 2 GAR, Div. 4 §3119 (d) (1) Fixed-Price Contract. A fixed –price contract places responsibility on the contractor for the delivery of the product or the complete performance of the services or construction in accordance with the contracted terms at a price that may be firm or may be subject to contractually specified adjustments. The fixed-price contract is appropriate for use when the extent and type of work necessary to meet territorial requirements can be reasonably specified and the cost can be reasonably estimated, as is generally the case for construction or standard commercial products.
- [X] 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

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

a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder’s risk.

b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.

c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.

d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**

a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.

b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).

c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder’s request and expense, unless otherwise specified by the Solicitation.

d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder’s risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**

a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations Section 3-202)

b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
8. **DISCOUNTS:**

a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **SELLERS’ INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked “original”) unless otherwise specified. Invoices shall be “certified true and correct” and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12 below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations Section 3-202.12.2).
12. **RESTRICTION AGAINST SEX OFFENDERS:**  
5 GCA Section 5253, enacted by P.L 28-24 and amended by P.L. 28-98:  
The service provider warrants 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 of an offense with the same elements as heretofore defined in any other jurisdiction, 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 the 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 (24) hours of the conviction, and will remove immediately 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 (24) 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 (24) 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.
13. **DISABLED VETERAN OWNED:** P.L. 34-115. 5 Guam Code Annotated §5011 & §5012  
**§5011. Policy In Favor of Service-Disabled Veteran Owned Businesses.** Notwithstanding any provision of law, and *except* for the procurement of professional services, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service, which is offered by a business concern that is at least fifty-one percent (51%) owned by a service-disabled veteran(s), that entity *shall* procure such supply or service from that business concern, if the supply or service is available within the period required by procuring entity and the price for the supply or service *does not* exceed one hundred five percent (105%) of the lowest bidder, and *shall* be in addition to any other procurement benefit the service-disabled veteran owned business may qualify for under Guam Law.  
**§5012. Qualifications of a Service-Disabled Veteran Owned Business.** A business concern is qualified under §5011 of this Chapter if:  
(a.) the business concern is licensed to do business on Guam;  
(b.) the business concern maintains its headquarters on Guam;  
(c.) the business concern is at least fifty-one percent (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by and award letter from the U.S Department of Veterans Affairs;  
(d.) the DD214 and Disability award letter from the U.S Department of Veterans Affairs are submitted to the procuring entity for every service offered; and  
(e.) the service-disabled veteran(s) owner of the business concern has filed individual tax returns on Guam for a period of *at least* three (3) consecutive years.”
14. **WOMEN-OWNED BUSINESSES:** P.L. 36.26. 5 Guam Code Annotated §5013.  
**§5013. Policy In Favor of Women-Owned Businesses.**  
(a.) Notwithstanding any other provision of law, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service which is offered by a business concern that is at least fifty-one percent (51%) owned by women, that entity *shall* procure such supply or service from that business concern, if the supply or service is available within the period required by procuring entity and the price for the supply or service *does not* exceed one hundred five percent (105%) of the lowest bidder, and *shall* be in addition to any other procurement benefit the women-owned business may qualify for under Guam Law. The procuring entity shall determine the lowest price to the entity in the case of more than one (1) women-owned business, or a women-owned business and a service-disabled veteran owned business, who are competing for the same government contract  
(b.) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of the Section if:  
(1) the business concern is licensed to business on Guam;  
(2) the business concern maintains its headquarters on Guam;

- (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions;
- (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and
- (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years

15. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (P.L. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (Guam Procurement Regulations Section 3-202.12.3).

16. **MULTI-STEP SEALED BIDDING:**

- a. It is defined as two-phase process consisting of a technical first-phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the territory, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-step have their priced bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtained the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers.
- b. In addition to the requirements set forth in the General Terms and Conditions and the Special provisions, the following applies:
  - 1). only unpriced technical offers are requested in the first phase;
  - 2). priced bids will be considered only in the second phase and only from bidders whose unpriced technical offers are found acceptable in the first phase;
  - 3). the criteria to be used in the evaluation at those specified in the Special Provisions and the General Terms and Conditions;
  - 4). the territory, to the extent the Procurement Officer finds necessary, may conduct oral or written discussion of the unpriced technical offers;
  - 5). the bidders, may designate those portions of the unpriced technical offers which contain trade secrets or other proprietary data which are to remain confidential; and,
  - 6). the service being procured shall be furnished generally in accordance with bidder's technical offer as found to be finally acceptable and shall meet the requirements of the Invitation for Bids.
- c. **RECEIPT AND HANDLING OF UNPRICED TECHNICAL OFFERS.**  
Unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request nondisclosure of trade secrets and other proprietary data identified in writing.
- d. **EVALUATION OF UNPRICED TECHNICAL OFFERS.**  
The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation for Bids. The unpriced technical offers shall be categorized as:
  - 1). acceptable;
  - 2). potentially acceptable, that is, reasonably susceptible of being made acceptable; or
  - 3). unacceptable. The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file.

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

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