



# GUAM POWER AUTHORITY

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

To All Interested Parties:

I hereby acknowledge the following **GLOBAL NOTICE: COVID-19 PANDEMIC requirements:**

To ensure the safety and well-being of personnel and prospective bidders during in-person meetings and/or conferences, please be advised of the following:

1. Six (6) feet of Social Distancing shall be practiced.
2. Mandatory face mask required for each individual.
3. Temperature checks shall be conducted upon entrance of the Gloria B. Nelson Public Service Building.
4. One (1) Personnel per Prospective Bidder to submit and attend public opening.
5. One (1) Personnel per Prospective Offeror to submit an RFP proposal.
6. Virtual meetings and/or conferences are in full effect.

**COMPANY NAME:**

**NAME OF INDIVIDUAL:**

\_\_\_\_\_

\_\_\_\_\_

Print / Sign

Date

**BID NO.:** Re-Bid GPA-052-21

**RFP NO.:** \_\_\_\_\_



**JOSEPH T. DUENAS**  
Chairman



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

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

**Accountability** · **Impartiality** · **Competence** · **Openness** · **Value**

INVITATION FOR BID (IFB) NO.: RE-BID GPA-052-21

DESCRIPTION: LED Luminaire, 250W Equivalent

**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, in duplicate**, at the date and time for bid opening.

- (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. Surety 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;
- ( ) BROCHURES/DESCRIPTIVE LITERATURE; (Shall provide detailed literature on items offered)
- (XX) AFFIDAVIT OF DISCLOSURE OF OWNERSHIP; **Pursuant to Public Law 36-13**
- (XX) NON-COLLUSION AFFIDAVIT; **Pursuant to Public Law 36-13**
- (XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;
- (XX) ETHICAL STANDARDS AFFIDAVIT;
- (XX) WAGE DETERMINATION AFFIDAVIT;
- (XX) RESTRICTIONS AGAINST SEX OFFENDERS 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. Bidders MUST comply with PL 26-111 dated June 18, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act ([www.wdol.gov](http://www.wdol.gov)). Additionally, upon award the successful bidder must provide to GPA the most recently issued Wage Determination by the US Dept. of Labor.**

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 \_\_\_\_\_ 2022, 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
1st. Floor, Room 101
Procurement Management Materials Supply
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

for [Signature] 2/16/2022
JOHN M. BENAVENTE, P.E. DATE
General Manager

DATE ISSUED: 02/17/2022 & 02/24/2022 BID INVITATION NO.: RE-BID GPA-052-21
BID FOR: LED Luminaire, 250W Equivalent
SPECIFICATION: SEE ATTACHED
DESTINATION: GPA Dededo Warehouse

REQUIRED DELIVERY DATE: 10 Weeks After Receipt of Order (ARO)

INSTRUCTIONS TO BIDDERS:

INDICATE WHETHER: \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ CORPORATION

INCORPORATED IN: \_\_\_\_\_

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00 A.M ChST, Date: March 03, 2022 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 RE-BID NO.: GPA-052-21**  
**Requisition No.: 35294**

NO.	DESCRIPTION	QTY.	U/I	UNIT PRICE:	TOTAL PRICE:
1.0	LED Luminaire, 250W Equivalent	200	Each	\$ _____	\$ _____

**A. SPECIFICATIONS:**

- A.1 250 Watt High Pressure Sodium (HPS) Equivalent.
- A.2 120 Volts
- A.3 1-1/4" to 2" Mast Arm Compatible

**COMPLY / NON-COMPLIANCE:**

As per GPA Specification: E-043, Revision 7  
 GPA Index No.: SSOL0937

**B. LOSS EVALUATION:**

- B.1 Bid award for LED Luminaire Unit shall be based on the Total Cost of Ownership (TCO) and all other requirements as specified in GPA Specification E-043, Revision 7, Section 6.0.

**C. MARKING REQUIREMENTS:**

- C.1 Stencil 1" GPA Index No./P.O. No./Quantity per Box and/or Unit.

**D. WARRANTY:**

All products shall come with a minimum five (5) year warranty on all parts and labor associated with the product. At time of bid, Vendor shall submit with his/her bid the contact information for warranty implementation complete with a copy of any forms required to fulfill warranty requirements.

**\*\*APPROVED EQUAL TO OR BETTER\*\***

**NOTE:**

Notwithstanding the fact that this contract was written by one (1) party, it will be construed that it was written by two (2) parties.

**DELIVERY REQUIREMENT:**

10 Weeks After Receipt of Order (ARO)

**Reasonable delivery extension requests for this specific bid will be duly considered with supporting manufacturer documentation however, such requests are not guaranteed approval due to the critical and urgent need of the materials to support the Guam Power Authority's needs.**

**TO BE COMPLETED BY BIDDER:**

MANUFACTURED/BRAND NAME: \_\_\_\_\_

CAT. NO. / MODEL NO.: \_\_\_\_\_

PLACE OF ORIGIN: \_\_\_\_\_

EXPORT ABROAD: \_\_\_\_\_


TIME OF DELIVERY AFTER RECEIPT OF PURCHASE ORDER: \_\_\_\_\_

**Specification by:**

*Angelique Balajadia* 02/15/2022  
 \_\_\_\_\_ Date  
 ANGELA BALAJADIA  
 Inventory Management Officer

**Specification Approved by:**

*Beatrice P. Limitaco* 2/16/2022  
 \_\_\_\_\_ Date  
 BEATRICE P. LIMITACO  
 Assistant General Manager of  
 Administration

 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	
		November 4, 2021
<b>PREPARED BY THE ENGINEERING DEPARTMENT</b>		<b>REV. 7</b>

**GUAM POWER AUTHORITY  
P.O. BOX 2977  
AGANA, GUAM 96932**

**TRANSMISSION & DISTRIBUTION SPECIFICATION**

**SPECIFICATION NO. E-043**

**FOR**

**LIGHT EMMITTING DIODE (LED) STREET LIGHT LUMINAIRES**

<b>EFFECTIVE DATE:</b> 11/04/21	<b>ISSUED:</b>  GENERAL MANAGER	<b>APPROVED:</b> 
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 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	Page 1 of 17
		November 4, 2021
PREPARED BY THE ENGINEERING DEPARTMENT		REV. 7

## LIGHT EMMITTING DIODE (LED) STREET LIGHT LUMINAIRES

### TABLE OF CONTENTS

SECTION		PAGE
1.0	Scope .....	3
2.0	Applicable Publications .....	3
3.0	Deviations and Non-Conformance Requirements.....	4
4.0	Ratings .....	5
5.0	Required Documents.....	5
6.0	Cost Evaluation .....	6
7.0	Nameplate and Exterior Wattage Label.....	7
8.0	Compatibility and Installation .....	7
9.0	Networked Lighting Control.....	8
10.0	Streetlight Management Software.....	9
11.0	Training and Implementation Services.....	9
12.0	Quality Control .....	10
13.0	Warranty.....	10
14.0	Packing and Shipping .....	10
Appendix A	150 Watt HPS replacement LED Streetlight Luminaire Information Sheet.....	11
Appendix B	250 Watt HPS replacement LED Streetlight Luminaire Information Sheet.....	12


EFFECTIVE DATE: <u>11/4/21</u>	ISSUED:  GENERAL MANAGER	APPROVED: 
--------------------------------	----------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------

 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	<b>Page 2 of 17</b>
		November 4, 2021
<b>PREPARED BY THE ENGINEERING DEPARTMENT</b>		<b>REV. 7</b>

Appendix C	Networked Lighting Control (NLC) and Streetlight Monitoring Information Sheet.....	13
Appendix D	Central Management System (Streetlight Monitoring Software) Requirements.....	14

EFFECTIVE DATE: 11/4/21	ISSUED:  GENERAL MANAGER	APPROVED: 
-------------------------	----------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------



 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	<b>Page 3 of 17</b>
		November 4, 2021
PREPARED BY THE ENGINEERING DEPARTMENT		<b>REV. 7</b>

**1.0 SCOPE**

- 1.1 This specification covers GPA requirements for Network Lighting Controls, the Central Management System (Streetlight Monitoring Software), and Light Emitting Diode (LED) streetlight luminaires used to replace the existing High Pressure Sodium (HPS) lights for street lighting and private outdoor lighting.
- 1.2 The streetlights are intended for use in tropical weather conditions with a corrosive sea air atmosphere and subject to moderate to severe earthquakes.


**2.0 APPLICABLE PUBLICATIONS**

The equipment covered by this specification shall be designed, manufactured, assembled, and tested in accordance with the standards listed below:

- 2.1 IESNA (ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA)
  - LM-63-02 ANSI APPROVED STANDARD FILE FORMAT FOR ELECTRONIC TRANSFER OF PHOTOMETRIC DATA AND RELATED INFORMATION
  - LM-79-08 APPROVED METHOD FOR ELECTRICAL AND PHOTOMETRIC MEASUREMENTS OF SOLID STATE LIGHTING PRODUCTS
  - LM-80-08 APPROVED METHOD FOR MEASURING LUMEN MAINTENANCE OF LED LIGHT SOURCES
- 2.2 ANSI (AMERICAN NATIONAL STANDARDS INSTITUTE)
  - C78.377 SPECIFICATIONS FOR THE CHROMATICITY OF SOLID STATE LIGHTING PRODUCTS
  - C82.SSL1 POWER SUPPLY
  - C82.77 HARMONIC EMISSION LIMITS – RELATED POWER QUALITY
  - C136.31-2010 FOR ROADWAY AND AREA LIGHTING EQUIPMENT – LUMINAIRE VIBRATION
  - C136.41 STANDARD RECEPTACLE

EFFECTIVE DATE: 11/4/21	ISSUED: 	APPROVED: 
	GENERAL MANAGER	



 <p><b>GUAM POWER AUTHORITY</b></p>	<p><b>SPECIFICATION No. E-043</b></p>	<p>Page 4 of 17</p>
		<p>November 4, 2021</p>
<p>PREPARED BY THE ENGINEERING DEPARTMENT</p>		<p>REV. 7</p>

2.3 UL (UNDERWRITERS LABORATORIES) – Luminaires must be UL Listed. Vendor at time of bid must submit a copy of UL Certification.

**UL 773** THE STANDARD FOR PLUG-IN TYPE PHOTOCONTROLS

**UL 1598** THE STANDARD FOR SAFETY OF LUMINAIRES

**UL 8750** THE STANDARD FOR SAFETY OF LIGHT EMITTING DIODE (LED) EQUIPMENT FOR USE IN LIGHTING PRODUCTS

2.4 IEC (INTERNATIONAL ELECTROTECHNICAL COMMISSION)

**60929** AC AND/OR DC-SUPPLIED ELECTRONIC CONTROL GEAR FOR TUBULAR FLUORESCENT LAMPS

**62386** DIGITAL ADDRESSABLE LIGHTING INTERFACE

**3.0 DEVIATIONS AND NON-CONFORMANCE REQUIREMENTS**


3.1 All deviations from this specification must be specified in writing by the vendor and submitted as part of their bid submittal prior to bid opening. Failure to provide this information may be grounds for immediate bid rejection.

3.2 Deviations from this specification or changes in the material or design after the purchase order has been placed must be approved by the GPA Engineering department and acknowledged by a Purchase Order Amendment issued by GPA.

3.3 Units received with deviations or non-conformances that are not acknowledged per Section 3.1 are subject to rejection. The Supplier of rejected units is responsible for any corrective action including but not limited to materials, labor and transportation necessary to dispose of or make the units conform to the specification.

3.4 Notification of defective units discovered before or after installation that are believed to be inherent to manufacturing problems or workmanship shall be made and forwarded to the Supplier. The description of the item, documentation of the problem and the described information, disposition and/or follow-up (as appropriate) that GPA expects from the Supplier will be specified. The Supplier's response shall be made within thirty (30) days unless an extension is acknowledged and approved in writing by the GPA Manager of Engineering.

EFFECTIVE DATE: 4/4/21	ISSUED: 	APPROVED: 
	GENERAL MANAGER	

 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	Page 5 of 17
		November 4, 2021
PREPARED BY THE ENGINEERING DEPARTMENT		REV. 7

**4.0 RATINGS**

4.1 All photometric data must be collected via absolute photometry which tests the LED light when installed in the applicable luminaire. Ratings of the LED light shall be as specified in Table 1. Appendices A and B shall follow the requirements stated in Table 1.

Table 1. LED Ratings


	150W HPS Replacement LED	250W HPS Replacement LED
Input Voltage	120V	120V
Nominal Rating (Light + driver)	70 W max	100 W max
Burning Position	Horizontal	Horizontal
Off-state power	Zero	Zero
Power Factor	>0.9	>0.9
THD	<20%	<20%
Initial Lumens	6,400 lm min. at CCT	10,000 lm min. at CCT
CCT	3000K to 4000K	3000K to 4000K
CRI	> 70	> 70
Lamp Lumens per Watt	> 100 lm/W	> 100 lm/W
IES Classification	Type II, III or equivalent	Type II, III or equivalent
Shielding	Non-shielded	Non-shielded
Rated Life for outdoor temp of 25° C	50,000 Hours min.	50,000 Hours min.
Weight	<22 lbs	<22 lbs

**5.0 REQUIRED DOCUMENTS**

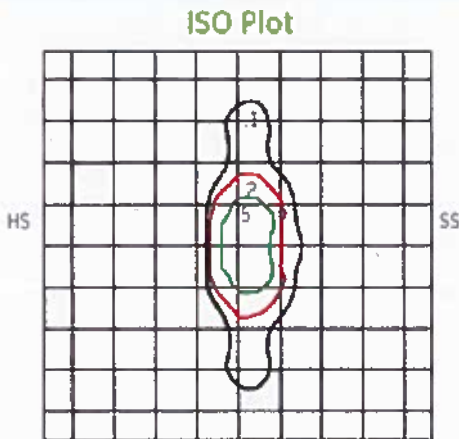
The required documents stated in this section are outlined in Appendices A and B for the respective lights. Appendices A and B must be filled out appropriately. Failure to do so may result in the disqualification of the proposed luminaires.

- 5.1 Luminaires must come with wiring diagrams and all necessary equipment and hardware for installation. Diagrams must show connection to terminal block. A picture of the luminaire showing the internal wire connections should be provided as well.
- 5.2 Streetlights must already be in production and not a prototype model. The vendor must submit documentation indicating production history.
- 5.3 The vendor shall furnish completed Appendices A and B as applicable providing manufacturer information, electrical information, photometric information, weight, and dimensions. The information provided in the appendices must be specific to the model proposed.
- 5.4 The vendor shall provide an LM-79-08 report.

EFFECTIVE DATE: 11/4/21	ISSUED: 	APPROVED: 
	GENERAL MANAGER	

 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	Page 6 of 17
		November 4, 2021
PREPARED BY THE ENGINEERING DEPARTMENT		REV. 7

- 5.5 The vendor shall provide certified laboratory test results to determine LED Streetlight nominal ratings and photometric data. The test reports shall be certified as true and correct by an independent testing firm and submitted to the Guam Power Authority prior to shipment of LED streetlights.
- 5.6 Provide isometric plots for each luminaire at 25 foot and 30 foot mounting heights similar to Figure 1 below.



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade  
**Figure 1. Isometric Plot**

**6.0 COST EVALUATION**


- 6.1 During the bid evaluations, GPA will conduct a Cost evaluation to determine the equivalent cost for owning and operating the LED streetlight. The LED streetlight nominal power rating for the specified make, model, CCT, drive current, and IES classification will be utilized to calculate a projected GPA Total Cost of Ownership (TOC). The calculation is as follows:

$$\text{Total Life Energy Cost} = 50,000 \text{ hours} \times \text{*Energy Charge (\$/kWh)} \times \text{Nominal Power Rating (kW)}$$

$$\text{Total Cost of Ownership (TOC)} = \text{Initial Purchase Price} + \text{Total Life Energy Cost}$$

\*Note: As of October 1, 2015, the Energy Charge for GPA Rate Schedule "H" is \$0.10784 per kWh. The Energy Charge will change as approved by the PUC.

EFFECTIVE DATE: 11/4/21	ISSUED:  GENERAL MANAGER	APPROVED: 
----------------------------	----------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------

 <p><b>GUAM POWER AUTHORITY</b></p>	<p><b>SPECIFICATION No. E-043</b></p>	<p>Page 7 of 17</p>
		<p>November 4, 2021</p>
<p>PREPARED BY THE ENGINEERING DEPARTMENT</p>		<p>REV. 7</p>

- 6.2 The LED Streetlight with the lowest Total Cost of Ownership (TOC) shall be considered the lowest bid.
- 6.3 GPA will review actual certified test reports of nominal ratings and photometric data.
- 6.4 GPA will test streetlights upon delivery to GPA for verification of nominal power ratings. In the event actual power ratings are greater than specified during the bid, GPA may reject the LED Streetlights or reduce the supplier's contract amount. The price reduction shall be the difference between the TOC using the tested power rating and the TOC as calculated during the bid.
- 6.5 A Band of Equivalence method will be used when evaluating the total cost for owning and operating each LED streetlight. LED Streetlights with a TOC that is within 5% of the LED streetlight with the lowest TOC will be considered equivalent. The LED streetlight with the lowest purchase price within this band shall be considered the lowest bid.

**7.0 NAMEPLATE AND EXTERIOR WATTAGE LABEL**

The manufacturer shall furnish with each luminaire a nameplate attached to the light. The nameplate shall include the following data:


- a. Manufacturer's name
- b. Catalog number
- c. Lamp Type
- d. Wattage
- e. Voltage
- f. Frequency
- g. Connection diagram
- h. Serial number – The serial number shall be specified in the as P.O. # - manufacturer #.  
Example: (Serial number: 27567-12345678)

Each light shall come with an exterior wattage label showing the light type i.e. "LED100". The wattage shown shall be based on the total power of the luminaire, LED plus driver.

**8.0 COMPATIBILITY AND INSTALLATION**

- 8.1 Luminaires shall be compatible with the existing NEMA standard 7-terminal twist lock type network lighting control device.
- 8.2 The Luminaire mounting bolts and tilt adjustment mechanism must be easily accessible. Full vertical clearance is necessary to allow the use of an impact gun.

EFFECTIVE DATE: 11/4/21	ISSUED: 	APPROVED: 
	GENERAL MANAGER	

 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	Page 8 of 17
		November 4, 2021
PREPARED BY THE ENGINEERING DEPARTMENT		REV. 7


- 8.3 Tilt adjustment mechanism must provide a minimum +/- 5 degree adjustment for leveling.
- 8.4 Luminaires must be compatible with 1-1/4" I.P.S (1-5/8" O.D.) to 2" O.D. mast arms.
- 8.5 The luminaire shall provide an effective method of preventing bird entrance to the luminaire.
- 8.6 Terminal blocks shall accept a two (2) wire 120VAC input ranging from #14 awg to #10 awg.
- 8.7 Terminal blocks shall accept no smaller than a #2 screwdriver.
- 8.8 Installation of the luminaire shall only require the use of a screwdriver and standard hex head sockets.
- 8.9 Termination of the light shall not require splicing and/or the use of wire nuts.
- 8.10 Terminations must be made on a terminal block in the luminaire. GPA's booms are pre-wired with #12 wires coming out of the boom.

**9.0 NETWORKED LIGHTING CONTROL (NLC) AND STREETLIGHT MONITORING**

- 9.1 The NLC shall be rated for voltages from 120 – 277 Volts.
- 9.2 The NLC shall have a maximum load rating of 6 amps.
- 9.3 The NLC shall be compatible with LED and HPS load types. Luminaire must be equipped with ANSI C136.41 standard receptacle.
- 9.4 The receptacle connection for the twist lock external NLC unit shall include rigid weatherproof electrical and mechanical connection.
- 9.5 The external NLC shall be an EEI-NEMA standard seven-terminal, polarized, twist lock type.
- 9.6 The NLC shall have a dimming protocol that complies with 0 – 10V (IEC 60929) and DALI (IEC62386) and be over the air (OTA) configurable.
- 9.7 The NLC's dimming method shall be power based and utilize continuous power feedback to eliminate driver dimming curve variability.
- 9.8 The NLC shall have a dimming ramping process in gradual steps every 6 seconds. (e.g. 100% to 20% = 102 seconds)

EFFECTIVE DATE: 11/4/21	ISSUED: 	APPROVED: 
	GENERAL MANAGER	



 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	<b>Page 9 of 17</b>
		November 4, 2021
PREPARED BY THE ENGINEERING DEPARTMENT		<b>REV. 7</b>

- 9.9 The NLC's dimming schedule shall be daily or weekly recurring with the ability to schedule a special event, in 1 minute increments with 1% resolution and be over the air configurable.
- 9.10 The NLC shall have offline storage that maintains time, day light savings, schedule, configuration parameters, accumulated energy and lamp on-time indefinitely if power is lost. Offline storage shall last for a minimum of 10 days.
- 9.11 The NLC shall sync to GPS time and continue to operate previously saved schedule if communication is lost and will automatically upload saved data to CMS when power is restored.
- 9.12 The NLC shall have on board technology for Supply Loss messaging.
- 9.13 The NLC shall have on board technology that can diagnose the health of the LED luminaire and provide this information main base of operations.
- 9.14 The NLC shall have onboard GPS with 3 meter accuracy to support automatic discovery of controllers.
- 9.15 The NLC's photo sensor is for local light detection; with GPS based astronomical Dawn/Dusk back up. The Dusk/ Dawn levels are 2.5 foot-candles (fc) for On and 3.9 foot-candles (fc) for Off. These shall be over the air configurable.
- 9.16 The NLC shall be compatible with the GPA's GridStream network, Landis + Gyr Command Center 7.1 MR3 or larger and Landis + Gyr Street Light management software.


**10.0 STREETLIGHT MANAGEMENT SOFTWARE**

The Supplier shall provide a Streetlight Management Software that is compatible with the Networked Lighting Control and GPA's Command Center Network. The Software must also meet the requirements listed in Appendix D.

**11.0 TRAINING AND IMPLEMENTATION SERVICES**

The Supplier shall provide implementation services and proper training upon purchase of the Streetlight Management Software. Training shall be provided prior to turnover of the Central Management System to GPA.

EFFECTIVE DATE: <i>11/4/21</i>	ISSUED: <i>[Signature]</i>	APPROVED: <i>[Signature]</i>
	GENERAL MANAGER	

 <p><b>GUAM POWER AUTHORITY</b></p>	<p><b>SPECIFICATION No. E-043</b></p>	<p>Page 10 of 17</p>
		<p>November 4, 2021</p>
<p>PREPARED BY THE ENGINEERING DEPARTMENT</p>		<p>REV. 7</p>

**12.0 QUALITY CONTROL**

- 12.1 The Supplier shall have a quality control program to ensure compliance with the requirements of this specification. The program shall be documented and available for GPA's review if requested.
- 12.2 Documentation of the quality control program shall indicate where in the production and manufacturing process the quality checks are taken, describe the purpose of the checks, and describe the nature of the check, e.g. if check is visual only or if electrical or mechanical testing is used.

**13.0 WARRANTY**


All products shall come with a minimum five (5) year warranty on all parts and labor associated with the product. At time of bid, Vendor shall submit with his/her bid the contact information for warranty implementation complete with a copy of any forms required to fulfill warranty requirements.

**14.0 PACKING AND SHIPPING**

- 14.1 The equipment shall be placed and crated with suitable material to prevent damage and injury during shipment and handling operations.
- 14.2 The equipment shall be securely blocked to prevent shifting during transit.
- 14.3 Instructions for handling, shipping, packaging, and storing shall be provided by the manufacturer to prevent damage, loss, deterioration, and substitution of the luminaires.

EFFECTIVE DATE: 11/4/21	ISSUED: 	APPROVED: 
	GENERAL MANAGER	



 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	Page 11 of 17
		November 4, 2021
PREPARED BY THE ENGINEERING DEPARTMENT		<b>REV. 7</b>

### Appendix A


#### 150 Watt HPS replacement LED Streetlight Luminaire Information Sheet

NOTE: Please complete the product information and provide the required documents. Incomplete information shall be cause for rejection.

Product Information			
1.	NEMA Standard 7-terminal twist lock type NLC receptacle or NLC supplied with light that is covered with the luminaire warranty.	Yes	No
2.	Mounting, Horizontal Tenon, 1-1/4" I.P.S (1-5/8" O.D.) to 2" O.D. I.P.S. pipe	Yes	No
3.	Voltage (120VAC)	Yes	No
4.	Frequency (60Hz)	Yes	No
5.	UL Listed	Yes	No
6.	Manufacturer's Name		
7.	Brand Name		
8.	Model # (Full detail with numbering logic sheet)		
9.	Weight (<22lbs)		
10.	Luminaire Wattage to include driver (<70W)		
11.	Luminaire leveling adjustment (degrees)		
12.	Initial Lumens (>6,400 lm)		
13.	Drive Current		
14.	Light Distribution		
15.	Correlated Color Temperature (CCT)		
16.	Color Rendering Index (CRI)		
17.	Specify tools required for entry; type and size		
18.	Specify tools require for mounting; type and size		
19.	Specify tools required for termination of wires; type and size		
20.	Applicable Accessories & Description (Provide Attachment if more space is needed)		

Required Documents			
1.	Product Literature (Product sheet for only the specified luminaires showing the electrical, photometric, and physical characteristics of only the light specified in this appendix.)	Yes	No
2.	Warranty	Yes	No
3.	Isometric plots at 25 foot and 30 foot mounting heights as specified in section 5.7.	Yes	No
4.	Certified Laboratory Test Results of Nominal Ratings and Photometric Data	Yes	No
5.	Statement of compliance to current GPA Spec E-043	Yes	No

EFFECTIVE DATE: 11/4/21	ISSUED: 	APPROVED: 
	GENERAL MANAGER	

 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	Page 12 of 17
		November 4, 2021
PREPARED BY THE ENGINEERING DEPARTMENT		REV. 7

### Appendix B


#### 250 Watt HPS replacement LED Streetlight Luminaire Information Sheet

NOTE: Please complete the product information and provide the required documents. Incomplete information shall be cause for rejection.

Product Information			
1.	NEMA Standard 7-terminal twist lock type NLC receptacle or NLC supplied with light that is covered with the luminaire warranty.	Yes	No
2.	Mounting, Horizontal Tenon, 1-1/4" I.P.S (1-5/8" O.D.) to 2" O.D. I.P.S. pipe	Yes	No
3.	Voltage (120VAC)	Yes	No
4.	Frequency (60Hz)	Yes	No
5.	UL Listed	Yes	No
6.	Manufacturer's Name		
7.	Brand Name		
8.	Model # (Full detail with numbering logic sheet)		
9.	Weight (<22lbs)		
10.	Luminaire Wattage to include driver (<100W)		
11.	Luminaire leveling adjustment (degrees)		
12.	Initial Lumens (>10,000 lm)		
13.	Drive Current		
14.	Light Distribution		
15.	Correlated Color Temperature (CCT)		
16.	Color Rendering Index (CRI)		
17.	Specify tools required for entry; type and size		
18.	Specify tools require for mounting; type and size		
19.	Specify tools required for termination of wires; type and size		
20.	Applicable Accessories & Description (Provide Attachment if more space is needed)		

Required Documents			
1.	Product Literature (Product sheet for only the specified luminaires showing the electrical, photometric, and physical characteristics of only the light specified in this appendix.)	Yes	No
2.	Warranty	Yes	No
3.	Isometric plots at 25 foot and 30 foot mounting heights as specified in section 5.7.	Yes	No
4.	Certified Laboratory Test Results of Nominal Ratings and Photometric Data	Yes	No
5.	Statement of compliance to current GPA Spec E-043	Yes	No

EFFECTIVE DATE: 11/4/21	ISSUED: 	APPROVED: 
	GENERAL MANAGER	

 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	Page 13 of 17
		November 4, 2021
PREPARED BY THE ENGINEERING DEPARTMENT		REV. 7

**Appendix C**


**Networked Lighting Control and Streetlight Monitoring Information Sheet**

NOTE: Please complete the product information and provide the required documents. Incomplete information shall be cause for rejection.

<b>Product Information</b>			
1.	Voltage (120 – 277 Volts)	Yes	No
2.	Maximum Load Rating (6 amps)	Yes	No
3.	Compatible with LED and HPS load types	Yes	No
4.	NEMA Standard 7-terminal, polarized, twist lock type	Yes	No
5.	Dimming protocol compliant	Yes	No
6.	Supply Loss Messaging	Yes	No
7.	Compatibility with Landis + Gyr network, Command Center 7.1 MR3 or lager and Street Light management software	Yes	No
8.	Dimming method		
9.	Dimming Ramping Process		
10.	Dimming Schedule		
11.	Offline Storage features		
12.	Luminaire Health Monitoring		
13.	Onboard GPS features		
14.	Photo Sensor features		
18.			
19.			
20.			

<b>Required Documents</b>			
1.	Product Literature (Product sheet for only the specified luminaires showing the electrical, photometric, and physical characteristics of only the light specified in this appendix.)	Yes	No
2.	Warranty	Yes	No
3.	Certified Laboratory Test Results	Yes	No
4.	Statement of compliance to current GPA Spec E-043	Yes	No

EFFECTIVE DATE: 11/4/21	ISSUED: 	APPROVED: 
	GENERAL MANAGER	


 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	Page 14 of 17
		November 4, 2021
PREPARED BY THE ENGINEERING DEPARTMENT		REV. 7

**Appendix D  
Central Management System (Street Light Management Software) Requirements**

**1.1 CMS FEATURE REQUIREMENTS**

- A. The Vendor shall disclose what features and functions are provided via a Graphical User Interface (GUI).
- B. The Vendor shall disclose what features and functions are provided via a report or other mechanism.
- C. The Vendor shall provide sample screen images of each GUI page or section.
- D. The Vendor shall provide sample screen images depicting the following features and functions, as applicable:
  - 1. Map Data
  - 2. Satellite Image Data
  - 3. NLC location (i.e. GPS Lat/Long)
  - 4. NLC equipment type (i.e. NLC model, NLC serial number, luminaire type, sensor type)
  - 5. NLC and Gateway status (i.e. online, online reporting error, offline)
  - 6. System energy consumption (Daily over last prescribed time period – e.g. Daily for last 7 days)
- E. The Central Management System shall be accessible to individual users only by username and password.
- F. The Central Management System shall be capable of restricting user access to specific functions. At a minimum, these functions shall include the following:
  - 1. Creating and managing users and groups
  - 2. Configuration
  - 3. Monitoring
  - 4. Control
- G. All asset data shall be stored on the Central Management System.
- H. The Central Management System shall be capable of storing the following asset information for all NLCs:
  - 1. Pole number
  - 2. Pole type
  - 3. Pole GPS location
  - 4. Pole grouping
  - 5. Luminaire nominal input voltage
  - 6. Luminaire power requirement (wattage)
  - 7. Luminaire Target Power control (wattage) in the event user want the target operating power to be different than the luminaire wattage
  - 8. Luminaire installation date

EFFECTIVE DATE: 11/4/21	ISSUED: 	APPROVED: 
	GENERAL MANAGER	

 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	<b>Page 15 of 17</b>
		November 4, 2021
PREPARED BY THE ENGINEERING DEPARTMENT		<b>REV. 7</b>

9. Luminaire)

10. Utility billing account number

- I. The Central Management System shall be capable of **RETRIEVING** and **STORING** all remote monitoring data.

## 1.2 LOGICAL FEATURES AND REQUIREMENTS


- A. The Central Management System shall ensure secure communication between itself and all NLC by logically enabling security features inherent to the underlying communications protocols.
- B. The Central Management System shall be capable of detecting communication failures between NLC and the Central Management System.
- C. NLC firmware upgrades shall be deliverable over the Backhaul Communication Network.
- D. The Central Management System shall be capable of remotely monitoring NLC performance, in order to identify and report any exception to normal NLC operation.

## 1.3 FUNCTIONAL FEATURES AND REQUIREMENTS

- A. The Central Management System shall be capable of **RETRIEVING** and **STORING** the following online NLC parameters:
  - 1. NLC status (Online, Offline, Warnings, Errors)
  - 2. Luminaire status (ON, OFF, Dimmed State, Warnings, Errors)
  - 3. Input voltage (RMS) in ON state
  - 4. Input current (mA) in ON state
  - 5. Input true power (W) in ON state
  - 6. Input power factor in ON state
  - 7. Cumulative ON state time (minutes)
  - 8. Cumulative energy consumption (kWh)
  - 9. Load profile energy consumption with a user defined interval of 5, 15, or 60 minutes
- B. The Central Management System shall be capable of programming the Reporting Frequency of online NLC parameters for ALL NLCs.
- C. The Central Management System shall be capable of defining Luminaire groups.
- D. The Central Management System shall be capable of Manual Control, whereby the ON/OFF and DIMMED state of a single Luminaire or group of Luminaires is modified in response to commands created by the Central Management System.
- E. The Central Management System shall be capable of creating programs for Scheduled Control, whereby the ON/OFF and DIMMED state of a single Luminaire or a group of Luminaires is modified according to a predefined schedule.


EFFECTIVE DATE: 11/4/21	ISSUED: 	APPROVED: 
	GENERAL MANAGER	



 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	Page 16 of 17
		November 4, 2021
PREPARED BY THE ENGINEERING DEPARTMENT		REV. 7

- F. The Central Management System shall be capable of creating programs for Scheduled Control containing a minimum of 8 times/events per day).
- G. The Central Management System shall be capable of creating programs for Scheduled Control that is either time-based, whereby NLCs modify Luminaire operation when a specific time in the schedule occurs, or event-based, whereby NLCs modify Luminaire operation when the next event in the schedule occurs.
- H. The Central Management System shall be capable of creating programs for time-based Scheduled Control that are defined on a weekly recurring basis.
- I. The Central Management System shall be capable of creating programs for event-based Scheduled Control that are defined according to inputs from sensors or commands from the Central Management System.
- J. The Central Management System shall be capable of creating programs for Dynamic Control, whereby the ON/OFF and DIMMED state of a single Luminaire or a group of Luminaires is modified in response to dynamic inputs from sensors or commands from the Central Management System.
- K. The Central Management System shall be capable of creating commands and programs for True Input Power Control, whereby the Luminaire DIMMED state is actuated to achieve to a desired true input power (percent relative watts).
- L. The Central Management System shall be capable of creating commands and programs to select the dimming protocol (eg. DALI, 1-10V etc.) of the network lighting NLC.
- M. The Central Management System shall be capable of creating commands and programs for Targeted Input Power Control, whereby the Luminaire DIMMED state is actuated to achieve to a desired true input power (watts) without the user having to understand or compensate for manufacturer-specific driver dimming curve across deployed luminaires.
- N. The Central Management System shall be capable of creating commands and programs for Constant Light Output Control, whereby the Luminaire DIMMED state is automatically actuated to achieve a maintained constant light output (lumens) over time by compensating for Luminaire lumen depreciation without the user having to manually adjust CLO settings over the life of the luminaire.
- O. The Central Management System shall be capable of creating programs for ensuring that a maximum Luminaire true input power (watts) is never exceeded.
- P. The Central Management System shall be capable of creating pre-defined asset reports.
- Q. The Central Management System shall be capable of comparing all reported NLC parameters with optional pre-defined maximum and minimum thresholds, and generating error messages in real-time (based on reported data availability) for any condition that violates a specified threshold a specified number (1 or more) of times.
- R. The Central Management System shall be capable of creating Remote Monitoring reports based on a schedule.

EFFECTIVE DATE: 11/4/21	ISSUED: 	APPROVED: 
	GENERAL MANAGER	

 <b>GUAM POWER AUTHORITY</b>	<b>SPECIFICATION No. E-043</b>	<b>Page 17 of 17</b>
		November 4, 2021
PREPARED BY THE ENGINEERING DEPARTMENT		REV. 7

- S. The Central Management System shall be capable of creating pre-defined Remote Monitoring reports containing:
1. Instances of communication loss between NLC and the Central Management System
  2. NLCs with error conditions sorted by error type
  3. Energy Consumption Data for individual Luminaires and/or groups of Luminaires
- T. The Central Management System shall be capable generating Notifications, whereby specified Remote Monitoring reports are sent to assigned users and/or user groups via email

EFFECTIVE DATE: 11/4/21	ISSUED: 	APPROVED: 
	GENERAL MANAGER	





# GUAM POWER AUTHORITY

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

Telephone Nos. (671) 648-3054/55 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 \_\_\_\_\_ 2022.

\_\_\_\_\_  
(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.



# GUAM POWER AUTHORITY

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

## SPECIAL PROVISION FOR OWNERSHIP 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”). If a prospective contractor, bidder, or offeror is an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such artificial person (a “second tier owner”) greater than twenty-five percent (25%) at any time during the relevant disclosure period. If any such second tier owner is also an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such second tier owner (a “third tier owner”) of forty-nine percent (49%) or more during the relevant disclosure period. If the name of no natural person has been identified as an owner, or a second or third tier owner of the prospective contractor, bidder, or offeror, the Disclosure Statement shall identify the name, position, address, and contact information of the natural person having the authority and responsibility for the performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.
- (d) Disclosure of Financial Interest. A prospective contractor shall execute an affidavit disclosing the name of any person who has received or is entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the solicitation by means of a Disclosure Statement, executed as an affidavit under oath, disclosing such interest and shall also contain the amounts of any such commission, gratuity, contingent fee or other compensation.
- (e) Disclosure of Conflict of Interest. A prospective contractor shall disclose the name of any person who directly or indirectly participates in any solicitation if such person is also an employee of the government of Guam, or of the government of the United States if federal funds are used in payment of the contract.

- (f) Every disclosure of an ownership or financial interest of any person required to be identified by this Section shall name the person required to be disclosed and the street address of their principal place of business. All information disclosed or meant to be disclosed under this Section is public procurement data and shall be kept as part of the public record of each procurement.
- (g) Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by § 5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract.”

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

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

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

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

SUBSCRIBED AND SWORN to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

)Seal(

\_\_\_\_\_  
Notary Public



**NO GRATUITIES OR KICKBACKS AFFIDAVIT**

**AFFIDAVIT**

(Offeror)

TERRITORY OF GUAM )

)

HAGATNA, GUAM )

**SS:**

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

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

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

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

**ETHICAL STANDARDS AFFIDAVIT**

**AFFIDAVIT**

(Proposer)

**TERRITORY OF GUAM )**

)

**SS:**

**HAGATNA, GUAM )**

)

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

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

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

\_\_\_\_\_  
Signature of Individual if 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
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 \_\_\_\_\_, 2022.

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

**SPECIAL PROVISIONS**

**Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property**

GCA 5 §5253 Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues:

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the Government of Guam other than public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- (c) Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Requests for Proposals shall state all the conditions in § 5253(b).
- (d) Any contractor found in violation of § 5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

**SOURCE:** *Added by P.L. 28-024:2 ((Apr. 21, 2005). Amended by P.L. 28-098:2 (Feb. 7, 2006).*

\_\_\_\_\_  
Signature of Bidder      Date

Proposer, if an individual;  
Partner, if a partnership;  
Officer, if a corporation.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public



# GUAM POWER AUTHORITY

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

Lourdes A. Leon Guerrero  
 I Maga 'håga

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

Joshua F. Tenorio  
 I Sigundo Maga 'låhi

Accountability · Impartiality · Competence · Openness · Value

## LOCAL PROCUREMENT PREFERENCE APPLICATION

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

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

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 bona fide 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 bona fide 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 equal to FIFTEEN PERCENT (15%) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within

10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202.03.4).

- [X ] 13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X ] 14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X ] 15. **COMPETENCY OF BIDDERS:** Bids will be considered only from 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 not 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.
- [X ] 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.
- [X ] 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).

- [X] 24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief tem description and quantity. Letter marking shall not be less than 3/4" in height.
- [X] 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.
- [X] 27. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 28. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform 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. **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 **Fifty Dollars (\$50.00) per calendar day** from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).
  
- [X ] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
  
- [X ] 43. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact 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. **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).
13. **MULTI-STEP SEALED BIDDING:**
- a. It is defined as two-phase process consisting of a technical first-phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the territory, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-step have their priced bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to 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.