



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.: _____

RFP NO.: RE-SOLICITATION GPA-RFP-21-010



JOEY T. DUENAS
CCU Chairman

GUAM POWER AUTHORITY

ATURIDAT ILEKTRESE DAT GUAHAN
P.O. BOX 2977 * HAGATNA, GUAM U.S.A. 96932-2977
Telephone Nos.: (671) 648-3054/55 or Facsimile (671) 648-3165



JOHN M. BENAVENTE, P.E.
General Manager

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

REQUEST FOR PROPOSAL: RE-SOLICITATION GPA-RFP-21-010

DESCRIPTION: Engineering, Procurement & Construction Management (EPCM) Contract

SPECIAL REMINDER TO PROSPECTIVE INDIVIDUALS/FIRMS

Firms/Individuals are reminded to read Proposal Instructions to ascertain that all of the following requirements checked below are submitted in the proposal envelope, one (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF format copy in CD, DVD, and/or USB Flashdrive, at the date and time for proposal remittance.

- [XX] STATEMENT OF QUALIFICATION;
 [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;

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

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

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

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

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

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

Individual/Firm Representative's Signature

RE-SOLICITATION REQUEST FOR PROPOSAL
NO.: GPA-RFP-21-010

FOR

ENGINEERING, PROCUREMENT &
CONSTRUCTION MANAGEMENT (EPCM)
CONTRACT



JENNIFER G. SABLAN, P.E.
Manager, Strategic Planning & Operations
Research Division

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

JOHN M. BENAVENTE, P.E.
General Manager

MARCH 2022

P.O. Box 2977
Hagatna, Guam 96932

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1 INSTRUCTIONS TO RESPONDENTS

1.1 DEFINITIONS

- PROPONENT:** The individual, partnership, corporation, or joint venture submitting a written or documented response to this subject RFP.
- OWNER:** The Guam Power Authority (GPA) General Manager or designated representative.
- ADDENDA:** Any amendment, modification or addenda issued by OWNER, prior to the opening of the RFP's, for the purpose of changing the intent of the plans and Technical Specifications, clarifying the meaning of the same, or changing any of the provisions of this RFP, shall be binding to the same extent as if written in the Specifications.

1.2 PROPOSALS

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

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

1.3 PROPRIETARY PORTIONS OF PROPOSALS

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

1.4 PREPARATION AND SUBMISSION OF PROPOSALS

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

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

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

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

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

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

Request for Proposal No.: Re-Solicitation GPA-RFP-21-010 must be submitted before 4:00 P.M., May 6, 2022, in a sealed envelope indicating the RFP number and addressed as follows:

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

**Attn: Jamie L.C. Pangelinan
Supply Management Administrator**

Examination of RFP Documents: PROPONENT shall examine the RFP Documents to inform himself of all conditions and requirements for the execution of the proposed work. Ignorance on the part of PROPONENT of any part of the Request for Proposal will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.

Interpretation of the Approximate Quantities: PROPONENT'S attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the Contract as shown on the Technical Requirements Section or elsewhere, is approximate only and not guaranteed. OWNER does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall PROPONENT plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto.

Familiarity with Laws: PROPONENT is assumed to be familiar with Federal and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of PROPONENT will in no way relieve him/her from responsibility.

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

1.5 EXPLANATION OF PROPONENTS

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

specifications, which will be forwarded to all prospective PROPONENTS, and its receipt by the PROPONENT should be acknowledged on the proposal form.

1.6 CLARIFICATION ON REQUEST FOR PROPOSAL

Each PROPONENT must carefully examine the Request for Proposal and all addenda. If any PROPONENT (a) finds any discrepancies, omissions or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the request for Proposal, or (c) has any question regarding the Request for Proposal, the PROPONENT must promptly notify GPA in writing no later than **date specified in Section 1.15, INQUIRIES** of this RFP thereof in writing at the address specified for submission of proposals. Replies to such notices may be made in the form of addenda, which will be issued simultaneously to all prospective PROPONENT. GPA further reserves the right to respond to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

1.7 ALTERNATE PROPOSAL

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

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

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

Negligence on the part of the PROPONENTS in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

1.9 COMPLETE PROPOSALS

PROPONENTS are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. GPA may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted and proceed with proposal evaluation without requesting further information from any

PROPONENT. GPA may, in its sole discretion, request from PROPONENTS additional information clarifying or supplementing, but not basically changing any proposal as submitted.

All Proposals shall remain the property of GPA.

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

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

1.10 POST-PROPOSAL MEETING

After the receipt of proposals, GPA may request additional information over the telephone or in individual meetings (in person or virtual as decided by GPA) with selected PROPONENTS to clarify and discuss their proposals. Failure by a PROPONENT to attend such requested meeting(s) shall be cause for disqualification.

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

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

1.11 PROPOSAL INCONSISTENCIES

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

1.12 SUBCONTRACTOR

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

1.13 SUBMITTAL FORMAT

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

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

1.14 SIGNATURE

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

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

1.15 INQUIRIES

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

John M. Benavente, P.E.
General Manager
Guam Power Authority
688 Route 15 – Suite 100
Mangilao, Guam 96913-6203

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

Note: Cut-Off Date for Receipt of Questions shall be 4:00 P.M., Tuesday, April 12, 2022. Inquiries received after the deadline shall not be entertained.

2 GENERAL TERMS AND CONDITIONS

2.1 AUTHORITY INQUIRIES

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

2.2 GENERAL INTENTION

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

2.3 STANDARDS FOR DETERMINATION OF MOST QUALIFIED PROPONENT

In determining the most qualified PROPONENT, the Agency/Department shall be guided by the following:

- A. The ability, capacity and skill of the PROPONENT to perform the work specified.
- B. Whether the PROPONENT can perform promptly or within the specified time.
- C. The quality of performance of the PROPONENT with regard to awards previously made to him.
- D. The previous and existing compliance by the PROPONENT with laws and regulations relative to procurement.

2.4 AWARD OR REJECTION OF PROPOSALS

The right is reserved as the interest of the Guam Power Authority may require waiving any minor informalities or irregularities in proposals received. The Guam Power Authority reserves the right and shall have the prerogative to award, amend, or reject proposals in whole or in part. It is the policy of the Guam Power Authority to award proposals to PROPONENTS duly authorized and licensed to conduct business in Guam.

GPA reserves the right to award a CONTRACT for the entire RFP Scope or for subsets of the RFP Scope to one, none, or any PROPONENTS.

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

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

After opening, but prior to award, all proposals may be rejected in whole or in part when the Procurement Authority of GPA determines in writing that such action is in the Territory's best interest for reasons including but not limited to:

- 1) The supplies and services being procured are no longer required;
- 2) Ambiguous or otherwise inadequate Specifications were part of the solicitation;
- 3) The solicitation did not provide consideration of all factors of significance to the Territory;
- 4) Price(s) exceed available funds and it would be appropriate to adjust quantities to come within available funds;
- 5) Inability of the selected PROPONENT and GPA to successfully negotiate contract terms for the scope of services requested.

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

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

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

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

2.5 EXECUTION OF THE ORDER

The PROPONENT to whom the Order is awarded (the "successful PROPONENT") shall execute and deliver to GPA the Contract prior to performing any services on GPA premises. A written notice will be issued to the most successful PROPONENT indicating commencement of the project.

Award of Contract: The award of the Contract, if awarded, will be to the most responsive PROPONENT whose qualifications indicate that award thereto will be to the best interest of OWNER, and whose proposal shall comply with the requirements of the Contract Documents. In no case will the award be made until all necessary investigations have been made into the responsibility of the PROPONENT, and the OWNER is satisfied that the PROPONENT is qualified to do the work and has the necessary equipment to carry out the provisions of the Contract to the satisfaction of OWNER within the time specified. OWNER may award separate contracts for each project scope or for any combination of project scope.

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

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

2.6 MODIFICATION / ALTERATION

After the receipt and opening of proposals, and at its option, the Guam Power Authority may conduct discussions with the PROPONENT who has submitted a proposal reasonably susceptible of being selected for award with the purpose of clarification to assure full understanding and responsiveness to the Proposal requirements. PROPONENTS shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing PROPONENTS.

2.7 CONTACT FOR CONTRACT ADMINISTRATION

If your firm receives a contract as a result of this Proposal, designate a person whom we may contact for prompt administration, showing:

NAME: _____ TITLE: _____
 ADDRESS: _____ PHONE: _____

2.8 DETERMINATION OF RESPONSIBILITY OF PROPONENT

The Guam Power Authority reserves the right to secure from PROPONENTS information necessary to determine whether or not they are responsible and to determine their responsibility in accordance with Section 2.3 of the General Terms and Conditions.

2.9 LIMITATIONS

This RFP does not commit GPA to award a contract, to pay any costs incurred in the preparation of a proposal by the PROPONENT under this request, or to procure a contract for services. GPA reserves the right to reject any and all proposals received under this request, to negotiate with all qualified sources, or to cancel the whole or any part of this RFP at any time.

2.10 ACCEPTANCE OF PROPOSAL CONTENTS

The contents of the Proposal of the successful firm will become contractual obligations if a contract ensues. Failure of the successful firm to accept these obligations will result in a disqualification of the Proposal.

2.11 CONTROL

The successful PROPONENT will carry out this assignment under the direction and control of the General Manager of the Guam Power Authority or his/her designee(s).

2.12 REQUIRED FORMS

All PROPONENTS are required to submit current affidavits as required below. Failure to provide an original of each of these documents will result in disqualification of the proposal due to non-compliance.

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

2.13 CONTRACT TERM

GPA intends for this contract to be a minimum of three years with an option for contract extension for two additional two-year periods.

2.14 INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the GPA, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. GPA shall not provide such indemnification to the Contract.

2.15 JUSTIFICATION OF DELAY

The PROPONENT who is awarded the proposal guarantees that the services will be completed within the agreed upon completion date. If, however, the PROPONENT cannot comply with the completion requirement, it is the PROPONENT's responsibility to advise the Guam Power Authority in writing explaining the cause and reasons for the delay. Section 6-101.09.1 of the Guam Procurement Regulations, "Liquidated Damages", will be in effect if the PROPONENT fails to meet the completion requirement.

2.16 INVOICING AND PAYMENT TERMS & CONDITIONS

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

2.17 TAXES

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

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

2.18 LICENSING

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

2.19 COVENANT AGAINST CONTINGENT FEES

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

2.20 ASSIGNMENTS

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

2.21 EQUAL EMPLOYMENT OPPORTUNITY

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

2.22 AMERICAN DISABILITIES ACT

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

2.23 PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRITORY

All PROPONENTS are required to submit a current No Gratuities of Kickbacks Affidavit. Failure to do so will mean disqualification and rejection of the proposal. Pursuant to GCA 5 section 5630 (c), this clause is conspicuously set forth to alert all parties in this procurement that Guam Public Law Title 5 §5630. Gratuities and Kickbacks, prohibits against gratuities, kickbacks, and favors to the Territory.

2.24 RESTRICTION AGAINST CONVICTED SEX OFFENDERS

All PROPONENTS are required to submit a current Restriction against Sex Offenders Affidavit. Failure to do so will mean disqualification and rejection of the proposal. GCA 5 §5253(b) restricts the PROPONENT against employing convicted sex offenders from working at Government of Guam venues. It states:

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

2.25 SPECIAL PROVISION FOR OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

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

Disclosure of Ownership, Financial, and Conflicts of Interest

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

As used herein, the term “person” shall be interpreted liberally to include the definition found in 1 GCA § 715, and in § 5030(n) of this Chapter, and includes a natural person as well as every entity of whatever form or composition (an “artificial person”) recognized under the laws of Guam other than a natural person, who is a prospective contractor under a bid, offer, proposal, or other response to a solicitation, or is a contractor under a contract with the government of Guam, and subject to the provisions of this Chapter.
- (c) Public Disclosure of Ownership.
 - (1) The ownership interests to be disclosed under this Section include the interests of a natural or artificial person who owns all or any part of a prospective contractor, bidder, or offeror, whether as proprietor, a partner, limited or otherwise, a shareholder of any class, in which case the percentage ownership interest test shall be based on each class, a member of an association or company, limited or otherwise, and any person owning a beneficial legal interest in any trust, and any other person having the power to control the performance of the contract or the prospective contractor.
 - (2) Prior to award, every person who is a prospective contractor, bidder, or offeror of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten percent (10%) at any time during the twelve (12) month period immediately preceding the date of the solicitation (the “relevant disclosure period”). If a prospective contractor, bidder, or offeror is an artificial person, the

Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such artificial person (a “second tier owner”) greater than twenty-five percent (25%) at any time during the relevant disclosure period. If any such second tier owner is also an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such second tier owner (a “third tier owner”) of forty-nine percent (49%) or more during the relevant disclosure period. If the name of no natural person has been identified as an owner, or a second or third tier owner of the prospective contractor, bidder, or offeror, the Disclosure Statement shall identify the name, position, address, and contact information of the natural person having the authority and responsibility for the performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.

- (d) Disclosure of Financial Interest. A prospective contractor shall execute an affidavit disclosing the name of any person who has received or is entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the solicitation by means of a Disclosure Statement, executed as an affidavit under oath, disclosing such interest and shall also contain the amounts of any such commission, gratuity, contingent fee or other compensation.
- (e) Disclosure of Conflict of Interest. A prospective contractor shall disclose the name of any person who directly or indirectly participates in any solicitation if such person is also an employee of the government of Guam, or of the government of the United States if federal funds are used in payment of the contract.
- (f) Every disclosure of an ownership or financial interest of any person required to be identified by this Section shall name the person required to be disclosed and the street address of their principal place of business. All information disclosed or meant to be disclosed under this Section is public procurement data and shall be kept as part of the public record of each procurement.
- (g) Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by § 5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract.”

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

1. If the affidavit is a copy, indicate the BID/RFP number and where it is filed.

2. Affidavits must be signed within 60 days of the date the bids or proposals are due.

2.26 NON-COLLUSION

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

2.27 ETHICAL STANDARDS

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

2.28 COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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

3 FORM OF CONTRACT

CONTRACT FOR ENGINEERING, PROCUREMENT, AND CONSTRUCTION MANAGEMENT (EPCM)

This CONTRACT is made and entered into on the day of _____, 202_, by _____, hereinafter called the CONSULTANT, and the Guam Power Authority, hereinafter called GPA.

GPA engages the CONSULTANT to perform technical services for a project known and described as **ENGINEERING, PROCUREMENT, AND CONSTRUCTION MANAGEMENT (EPCM) CONTRACT**, RE-SOLICITATION **GPA-RFP-21-010**, hereinafter called the "Project".

RECITALS

WHEREAS, GPA has entered into an agreement for a Build, Operate and Transfer (BOT) for a 198MW power plant with Guam Ukudu Power, LLC; and

WHEREAS, GPA issued RE-SOLICITATION GPA-RFP-21-010 for Engineering, Procurement and Construction Management (EPCM) services to support the design review, permitting and construction monitoring as GPA's Owners Engineer; and

WHEREAS, the Consolidated Commission on Utilities has authorized GPA to enter into a contract with the CONSULTANT.

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

SECTION I - SERVICES OF THE CONSULTANT

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

- A. GPA and the CONSULTANT have entered into a task-based contract wherein, GPA will call upon a task and negotiate price, scope and schedule with the CONSULTANT. The CONSULTANT shall provide services as described in the task list provided in Exhibit A. This list is not all inclusive; GPA can negotiate tasks that are similar in scope.
- B. The CONSULTANT has assigned _____ as the Project Manager for this CONTRACT. Prior written approval is required in the event the CONSULTANT needs to change the Project Manager. The CONSULTANT shall submit the qualifications of the proposed substituted personnel to GPA for approval.

As GPA intends for CONSULTANT to provide service for design review and construction management of new power plant(s), GPA requires CONSULTANT to have physical presence in Guam for this task and may require this for other tasks.

- C. The CONSULTANT shall submit all final documents in both hard copy and electronic format. All documents shall be in compatible format of GPA existing programs. The software version used shall be compatible to current GPA standards.

SECTION II – CONTRACT PERIOD

GPA and the CONSULTANT have agreed that this CONTRACT will be effective _____, 2022 for a base contract period of **three years**. Upon mutual agreement, the CONTRACT may be extended for two additional two-year periods beyond the base contract term. GPA shall, at its sole discretion, determine task completion.

SECTION III - CONSULTANT'S COMPENSATION

- A. The method of payment for this CONTRACT is to be negotiated. Payment options are lump sum or not to exceed payment.
- B. GPA shall pay the CONSULTANT installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. Such payments shall be made as specified in SECTION VI.

SECTION IV – CONSULTANT'S STATUS

The CONSULTANT agrees that there shall be no employee benefits occurring from this CONTRACT, such as:

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

SECTION V – GUAM POWER AUTHORITY'S RESPONSIBILITIES

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

C. Unless included in the CONSULTANT'S Services as identified in Section I, GPA shall furnish the CONSULTANT gratis, the following information or services for this Project:

1. Available GPA data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

SECTION VI – INVOICING AND PAYMENT TERMS & CONDITIONS

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

SECTION VII - TERMINATION

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

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

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

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

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

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

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

SECTION VIII – CHANGES

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

this CONTRACT, or in the time required for this performance, an equitable adjustment shall be made as agreed to by the parties and the CONTRACT shall be modified in writing accordingly.

SECTION IX – ASSIGNMENT OF AGREEMENT

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

SECTION X – FORCE MAJEURE

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

SECTION XI - TAXES

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

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

SECTION XII – NOTICES

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

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

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

SECTION XIII – GOVERNING LAW

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

SECTION XIV - SUPPLEMENTAL CONTRACT PROVISIONS

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

SECTION XV – INDEMNIFICATION

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

SECTION XVI – DISPUTES

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

SECTION XVII – RELEASE OF INFORMATION

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

SECTION XVIII – INSURANCE

The CONSULTANT shall not commence work under this CONTRACT until he has obtained reasonable insurance for Auto Liability and Worker's Compensation and Employer's Liability up to the statutory limits. The CONSULTANT shall maintain all insurance required during the course of the work. GPA requires proof of insurance to be provided prior to commencing any tasks.

SECTION XIX – LICENSING

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

SECTION XX – COVENANT AGAINST CONTINGENT FEES

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

SECTION XXI – EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION XXII – AMERICAN DISABILITIES ACT

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

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

CONSULTANT
(Authorized Name/Title)

DATE

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

DATE

APPROVED AS TO FORM:

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

DATE

EXHIBIT A

SCOPE	TASK DELIVERABLE DESCRIPTIONS
1. New Generation Contract & Owner's Engineer Support	New Generation Contract Execution
	Owner's Engineer for Construction Phase
	Project Management
	Post-Construction and Commissioning Support
	Regulatory and Stakeholder Outreach Support
2. LNG Pre-Development	Business Model Development
	Industry Outreach
	Preliminary Conceptual Site Selections and LNG Receiving Terminal, LNG Storage, and Regasification Facility Functional Designs
	Environmental, Cultural and Construction Permits Survey
	Project Execution Plan and Work Breakdown Structure Development
	Regulatory Support for PUC
	Regulatory and Stakeholder Outreach Support
3. LNG Storage & Regasification Procurement Development	Procurement Model Development (Procurement Plan)
	Procurement Document Development
	Procurement Execution
	Proponent Outreach
	Procurement Announcement
	Procurement Evaluation Support
	Contract Negotiations Support
	Contract Execution
	Owner's Engineer for Construction Phase
	Project Management
	Post-Construction and Commissioning Support
	Regulatory and Stakeholder Outreach Support
	4. LNG/CNG Transshipment Infrastructure
Procurement Model Development (Procurement Plan)	
Procurement Document Development	
Procurement Execution	
Proponent Outreach	
Procurement Announcement	
Procurement Evaluation Support	
Contract Negotiations Support	
Contract Execution	
Regulatory and Stakeholder Outreach Support	

4 SCOPE OF WORK

4.1 INTRODUCTION

The Guam Power Authority (GPA) is soliciting services from a firm or consortium of firms to provide Engineering, Procurement and Construction Management (EPCM) listed in the scopes and deliverables in [Table 4-1](#). In particular, these services must have wide and deep experience in, but not limited to, the following areas:

- Project Program and Portfolio Management
- Power Generation
- Petroleum fuel pipelines and storage infrastructure
- Transmission and substation infrastructure
- Construction Management
- Power Infrastructure Project and Procurement Development
- Power, petroleum storage and distribution, LNG infrastructure (optional/future scope) design, development, planning, permitting, and construction

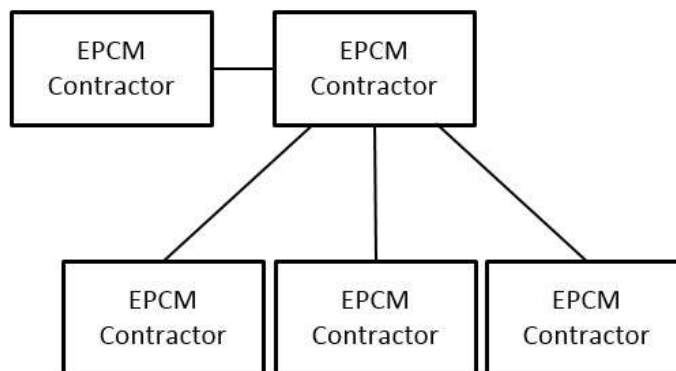
4.2 ENGINEERING, PROCUREMENT AND CONSTRUCTION MANAGEMENT (EPCM) AS REQUIRED BY GPA

EPCM stands for Engineering, Procurement and Construction Management. An EPCM contract is a professional services contract. Broadly speaking, an EPCM contractor is not contractually obliged to provide GPA with a completed project “on time and on budget”, nor does it take responsibility for the construction or quality of the facility.

Rather, an EPCM contractor:

1. Takes responsibility for the provision of engineering and design services;
2. Procures contracts with suppliers and contractors as GPA’s agent; and
3. Manages the construction phase of the project – that is, manages, supervises and coordinates all of the suppliers, construction contractors and other contractors as GPA’s representative (the "CM").

Figure 4-1 below shows the basic structure for an EPCM delivery model (where the EPCM contractor has in-house engineering capability).

Figure 4-1. EPCM Delivery Model

4.3 KEY CHARACTERISTICS

Some of the key characteristics of an EPCM contract discussed herein include:

1. Points of responsibility
2. Time
3. Contract price
4. Procurement
5. Quality / Performance guarantees
6. GPA's Involvement
7. Defective Works / Services

4.3.1 Points of Responsibility

The EPCM contract requires the GPA to have multiple points of responsibility for delivery of the facility. While the EPCM contractor is responsible for the design component, it will not be responsible for the construction. Rather, GPA must separately contract with contractors and suppliers, and responsibility for those goods and services lies with the relevant contractor or supplier. The EPCM contractor's responsibility will generally be limited to the managing of those contractors and suppliers on GPA's behalf. That is, the EPCM contractor will not generally assume time, cost and quality risk for the project.

Under the EPCM contract GPA may, if required, seek recourse from a number of contractors and suppliers, depending on the nature of the defect or dispute.

4.3.2 Time

The EPCM contractor will not have to guarantee that the project will be completed within a fixed period; rather, it will generally only commit to using its best efforts to meet GPA's desired schedule.

4.3.3 Contract Price

The EPCM contract will be performed on a schedule of rates or cost-reimbursable basis. As an EPCM contractor, the EPCM is not expected to assume time, cost or quality risk in providing the facilities requested.

4.3.4 Procurement

The EPCM contractor will generally procure contracts with suppliers and contractors as GPA's agent. The contractual relationship is between the supplier/contractor and GPA not the EPCM contractor. GPA may obtain EPCM support in developing procurement documents, proposal reviews and contract negotiations of GPA contracts.

4.3.5 Quality / Performance Guarantees

Because the EPCM contractor will not take construction quality risk and therefore does not provide GPA with performance guarantees similar to those provided by an EPC contractor, the EPCM contractor will only provide warranties relating to the standard to which it will perform its professional services.

4.3.6 GPA's Involvement

GPA will require greater involvement in, and control over, the design and construction of the facility, procurement of equipment and selection of contractors.

4.3.7 Defective Works / Services

The EPCM contractor is liable to re-perform any defective engineering or design services that it has provided. The EPCM contractor's role is limited to assisting GPA in managing the rectification of defects caused by contractors engaged by GPA.

4.4 NEW GENERATION CONTRACT & OWNER'S ENGINEER SUPPORT

GPA has contracted for the construction and operation of a 198MW dual-fired Combined Cycle Combustion Turbine (CCCT) baseload plant and a 41MW diesel generator reserve facility with Guam Ukudu Power, LLC. The baseload plant must use both ultralow sulfur diesel (ULSD) and natural gas as a fuel. The reserve facility will only operate on ULSD. The Ukudu CC CT facility also contains a 25 MW/ 7.5 MWH Battery Energy Storage System (BESS) and interconnects to GPA's Harmon Substation at 115 KV.

The EPCM Contractor shall assist GPA in evaluating and managing contract requirements which includes but not limited to design review for compliance of the new power plants, new supply fuel pipelines and electrical interconnections; project schedule review; construction inspections and monitoring; commissioning support and performance evaluation.

4.5 LNG INFRASTRUCTURE

The EPCM shall assist GPA to develop the business model and procurement specifications for LNG infrastructure to support fuel supply to the new generation facility and for other uses that

GPA determines. GPA will be the sole off take for services and fuel provided by and at these facilities.

GPA's initial thoughts are that the party or parties contracted to provide LNG infrastructure and associated services must perform the following items at a minimum:

- Provide complete initial funding for the project
- Fund the acquisition of the property for the facility
- Pay for right-of-way, if necessary
- Construct the required LNG infrastructure facilities
- Agree for GPA to take an equity stake in the project after the initial commissioning of the new facilities
- Transfer the ownership of any fuel storage and distribution facilities to GPA at the end of the contract term.
- Operate and Maintain the facilities
- Deliver natural gas to GPA and other facilities as required by GPA
- Negotiate a franchise fee for the PROPONENT to provide natural gas to non-GPA entities for ship bunkering, natural gas supply, and other potential business using the facility. In no way should these other lines of business interfere with the supply and delivery of natural gas to GPA nor affect the operations requirements for GPA.
- Non-Compete Clause

The EPCM Contractor shall develop, more fully, the business model to be used for this contractual relationship, for GPA review and consideration. GPA will be the sole off taker for all services and fuel supply provided by and at these facilities.

GPA is considering allowance of other uses of the LNG facilities by the LNG Infrastructure Contractor for LNG bunkering, regional LNG or CNG supply, local Guam domestic supply for a negotiated franchise fee. The LNG infrastructure cannot be pledged for any of these non-GPA direct business streams.

GPA is also considering an arrangement where the LNG Infrastructure Contractor provides LNG for the first five (5) to ten (10) years of the contract. The LNG Infrastructure Contractor may be structured as a public-private partnership under a build-operate-transfer arrangement. The contract may be up to 30 years long after the LNG infrastructure commercial online date (COD).

4.6 LNG SUPPLY

The EPCM shall develop the fuel contract and procurement for fuel supply.

Table 4-1 List of Deliverables

SCOPE	TASK DELIVERABLE DESCRIPTIONS
1. New Generation Contract & Owner's Engineer Support	New Generation Contract Execution
	Owner's Engineer for Construction Phase
	Project Management
	Post-Construction and Commissioning Support
	Regulatory and Stakeholder Outreach Support
2. LNG Pre-Development	Business Model Development
	Industry Outreach
	Preliminary Conceptual Site Selections and LNG Receiving Terminal, LNG Storage, and Regasification Facility Functional Designs
	Environmental, Cultural and Construction Permits Survey
	Project Execution Plan and Work Breakdown Structure Development
	Regulatory Support for PUC
	Regulatory and Stakeholder Outreach Support
	3. LNG Storage & Regasification Procurement Development
Procurement Document Development	
Procurement Execution	
Proponent Outreach	
Procurement Announcement	
Procurement Evaluation Support	
Contract Negotiations Support	
Contract Execution	
Owner's Engineer for Construction Phase	
Project Management	
Post-Construction and Commissioning Support	
Regulatory and Stakeholder Outreach Support	
4. LNG/CNG Transshipment Infrastructure	Business Franchise Model Development
	Procurement Model Development (Procurement Plan)
	Procurement Document Development
	Procurement Execution
	Proponent Outreach
	Procurement Announcement
	Procurement Evaluation Support
	Contract Negotiations Support
	Contract Execution
	Regulatory and Stakeholder Outreach Support

4.7 PRICE PROPOSAL

Upon selection of the most qualified firm, GPA will request an hourly rate schedule for initial negotiations. Task proposals will be requested thereafter.

4.8 CONTRACT TERMS

GPA intends for this contract to be a minimum of three years with an option for contract extension for two additional two-year periods.

4.9 EXCEPTION PETITION PROCEDURE

The EPCM Contractor or GPA may at times wish to petition for special exceptions to the standard implementation of the agreed upon compensation structure. Such petitions would generally be made where there is a belief that extraordinary circumstances beyond the control of either party have led to extreme positive or negative variations in actual measured performance.

A procedure will need to be developed to provide for the resolution of such petitions. At a minimum, the process should require the petitioner to perform a root cause analysis, of the alleged extraordinary event, prior to and in support of its petition. If the petition procedure fails to achieve a resolution that is satisfactory to both parties, then the petitioning party may choose to enter into a dispute resolution in accordance with the Dispute Resolution Procedure discussed elsewhere. All face-to-face negotiations shall be conducted on Guam and in accordance with Guam Law.

4.10 PROJECT REFERENCES

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

4.11 PROJECT TEAM

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

As GPA intends for the selected PROPONENT to provide service for design review and construction management of new power plant(s), PROPONENTS shall incorporate local (Guam) presence for this contract.

5 TECHNICAL PROPOSAL CONTENT

PROPONENTS must submit non-priced proposals that include:

1. Detailed and comprehensive description of PROPONENT’S qualifications to deliver on the scope of work and projects addressed in this RFP. This description should be organized in the following format:
 - a. **New Generation** - Provide or demonstrate experience to support the new Ukudu Power Plant project
 - i. **Plant Technology Experience** - Provide or demonstrate experience design, evaluation, permitting, and construction of combined cycle combustion turbine and diesel generator technologies to support construction of the Ukudu Power Plant and its reserve facility. Provide or demonstrate experience design, evaluation, permitting, and construction of Battery Energy Storage Systems. –This should include operations, maintenance, design review, grid studies, etc.
 - ii. **ULSD Storage and Pipeline Infrastructure** – Provide or demonstrate experience in design, evaluation, permitting, and construction of fuel systems including piping, supply and treatment system and storage, etc..
 - iii. **Contract Management** – Provide or demonstrate experience in developing, negotiating and managing energy conversion agreements and similar agreements to support construction and operation of power generation projects.
 - iv. **Procurement and Construction Execution** – Provide or demonstrate experience in successful procurement and construction of power generation projects.
 - b. **LNG** – GPA may pursue natural gas as future alternative fuel.
 - i. Pre-Development – Provide or demonstrate experience in LNG infrastructure and gas piping, fuel sourcing, and feasibility studies.
 - c. **Contract Development & Negotiations** – Provide or demonstrate experience in contracting and negotiating for energy or power capacity to include development, review, monitoring, auditing, and other technical support for Independent Power Producer, Power Purchase Agreement or other related contracts.
 - d. **Regulatory Support** – Provide or demonstrate experience with regulatory support such as testimony submittals for Public Utilities Commission or other regulatory bodies.
 - e. **Training Program** – Provide or demonstrate experience in training program development and execution. These should be related to tools to support deliverables on [Table 4-1](#) in Section 4.
 - f. **Other Environmental Engineering, Modeling, and Technical and Economic Feasibility Studies** – Provide or demonstrate experience in other related areas to support permitting and construction activities and evaluation of plant performance.

2. Three client references on projects completed within the last five years related to the projects and scope of work addressed in this RFP. ([Section 4.10](#)).
3. Detailed description of the processes and services that the PROPONENT will use to deliver on the scope of work and projects addressed in this RFP. ([Table 4-1](#) in Section 4)
4. Describe in detail the team and organizational structure that the PROPONENT will use for this project including curriculum vitae. Describe what each team member is responsible for and how they will provide value ([Section 4.11](#)).

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

5. Technical Proposal must be free of any price information.
6. Executed Special Provision for Ownership & Interest Disclosure Affidavit. (Form provided in Appendix A)
7. Completed Non-Collusion Affidavit. (Form provided in Appendix B)
8. Completed No Gratuities and Kickbacks Affidavit. (Form provided in Appendix C)
9. Completed Ethical Standards Affidavit (Form provided in Appendix D)
10. Completed DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE DETERMINATION form. (Form provided in Appendix E)
11. Completed Restriction Against Sex Offenders Affidavit. (Form provided in Appendix F) and any additional forms required in this proposal.

6 PROPOSAL EVALUATION

The evaluation format is a two-step process. In the first step, GPA evaluates each PROPONENT'S qualifications and non-priced proposal for quality, reasonableness, completeness and applicability towards GPA's business needs and goals. During the evaluation process, GPA shall score each PROPONENT'S submittal and rank each from most acceptable to least acceptable. GPA may choose to select one, any or none of the PROPONENTS for the second step in the procurement process: contract negotiations.

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

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

6.1 Evaluation Criteria and Proposal Scoring

The Technical Proposal Worksheet attached below lists the evaluation criteria and proposal scoring information. GPA will convene a committee of no less than three people. These people will elect a committee chairperson.

Scoring and evaluation shall occur in three steps:

Step 1: Individual Committee Member Evaluation and Scoring of Proposal

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

Proposals that score greater than or equal to 70% of total maximum points are deemed acceptable. Proposals that score between 65% and 70% of total maximum points, are deemed potentially acceptable. Proposals scoring below 65% of total maximum points, are deemed unacceptable.

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

Step 2: Committee-Wide Evaluation and Scoring of Proposal

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

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

Step 3: Negotiation and Award

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

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

STEP ONE EVALUATION FORM

Evaluator: _____ Firm: _____ Date: _____

ITEM #	EVALUATION ITEM	Firm Experience & Expertise		Client References		Process & Services Proposed		Project Team		NOTES
		Max Pts	Score	Max Pts	Score	Max Pts	Score	Max Pts	Score	
1	New Generation									
	a. Plant Technology Experience	25				15		15		
	b. ULSD Storage and Pipeline Infrastructure	20		20		10		10		
	c. Contract Management	25				15		15		
2	d. Procurement and Construction Execution	25				20		20		
	LNG									
	a. Pre-Development	15		9		8		8		
	Contract Development & Negotiations	20		9		10		10		
4	Regulatory Support	15		6		8		8		
5	Training Program	10		3		5		5		
6	Other Environmental Engineering, Modeling, and Technical and Economic Feasibility Studies	15		6		8		8		
	Total RAW Score	170		53		99		99		
		Weight		10%		35%		20%		
Total Weighted Score (Score x Weight)		60		5		35		20		
Total Max Score (Sum of Total Weighted Max Score) 119										
Proponent Total Score (Sum of Total Weighted Score): <input type="text"/>										

70% of Total Max Score: 83 Acceptable (Minimum Passing Score)
 65% of Total Max Score: 78 Potentially Acceptable

STEP TWO EVALUATION FORM

Evaluator: _____

Date: _____

Total Scope

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

STEP TWO COMMITTEE-WIDE EVALUATION FORM

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

Evaluator Signatures

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

APPENDIX A OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
)
 HAGATNA, GUAM)

I, undersigned, _____, being first duly sworn, deposes and says:

(partner or officer of the company, etc.)

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

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

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

<u>Name</u>	<u>Address</u>	<u>Amount of Commission, Gratuity, or other Compensation</u>
_____	_____	_____
_____	_____	_____

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

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

Further, affiant sayeth naught.

Date: _____

Signature of individual if bidder/offeror is a sole Proprietorship; Partner, if the bidder/offeror is a Partnership Officer, if the bidder/offeror is a corporation.

Subscribe and sworn to before me this _____ day of _____, 20_____.

Notary Public _____

In and for the Territory of Guam

My Commission expires _____.

APPENDIX B NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

GUAM)
)ss.
HAGATNA)

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

1. That I am the _____ of the _____.
(Title) (Name of Bidding/RFP Company)
2. That in making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder/offeror has not colluded, conspired, 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 price of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM POWER AUTHORITY or any person interested in the proposed contract; and
3. That all statements in said proposal or bid are true.
4. This affidavit is made in compliance with Guam Administrative Rules and Regulations §3126(b).

(Declarant)

Subscribed and sworn to before me this _____ day of _____, 20____.

)Seal(

Notary Public _____
In and for the Territory of Guam

My commission expires: _____

APPENDIX C NO GRATUITIES OR KICKBACKS AFFIDAVIT

APPENDIX D ETHICAL STANDARDS AFFIDAVIT

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

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

Procurement No.: _____

Name of Offeror Company: _____

_____ hereby certifies under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor.

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2021.

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

APPENDIX F RESTRICTION AGAINST CONVICTED SEX OFFENDERS

SPECIAL PROVISIONS

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

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

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

SOURCE: *Added by P.L. 28-024:2 (Apr. 21, 2005). Amended by P.L. 28-098:2 (Feb. 7, 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 _____, 2021.

Notary Public