

1 **BROOKS CONCEPICON LAW, P.C.**
2 247 Martyr Street, Ste. 101
3 Hagatna, Guam 96910
4 (671) 472-6848
5 (671) 477-5790

RECEIVED
OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEALS

DATE: 04-20-17

TIME: 10:45 AM PM BY: MY

FILE NO OPA-PA: 17-006

6 **BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**

7 **In the Appeal of**

) **Docket No. OPA-PA** 17-006

8)
9) **AMERICA'S BEST**
10) **ELECTRICMART, INC.,**

11) **Appellant.**

) **NOTICE OF PROCUREMENT APPEAL**

12 _____
13
14 America's Best Electricmart, Inc. (hereinafter "ABE") brings this appeal of a protest denial issued by the Guam Power Authority.

15 **Appellant Information:**

16 Name: America's Best Electricmart, Inc.

17 Mailing Address: 129 W. Harmon Industrial Park, Unit D, Tamuning, GU 96931. For
18 purposes of this Appeal, please direct filings and correspondence to ABE's legal counsel: Brooks
19 Concepcion Law, P.C., Attn: Georgette Bello Concepcion, Esq., 247 Martyr Street, Suite 101,
Hagatna, GU 96910.

20 Business Address: 129 W. Harmon Industrial Park, Unit D, Tamuning, GU 96931

21 Email Address: gbc@guamlaw.net

22 Daytime Contact No.: 472-6848

23 Fax No.: 477-5790

24 **Appeal Information**

25 A. Purchasing Agency: Guam Power Authority

26 B. Identification Contract: IFB GPA-005-17 (hereinafter referenced as "IFB").
27
28

1 C. Decision being appealed was made on March 31, 2017 by John M. Benavente, P.E.,
2 General Manger which was received by ABE via facsimile transmission on April 6, 2017.

3 D. Appeal is made from a Decision on Protest of Method, Solicitation or Award denying
4 ABE's Protest of GPA's cancellation of IFB-GPA-005-017 AFTER the opening of bids.

5 E. Names of Competing Bidders, Offerors or Contractors known to Appellant: Canton
6 Construction Corp, R&D Marketing, Lin's Hardware Store, Benson Guam, SamJin Wada Co. Inc.,
7 JMI Edison, KOLTA Global.

8 Statement Supporting the Appeal

9 1. Background

10 IFB GPA-005-17 was issued on October 20, 2016 by General Manager John M. Benavente,
11 P.E. Bids were due on November 3, 2016 at 2 p.m. **Exhibit 1.**

12 Amendment No. I to the IFB was issued on November 1, 2016 notifying prospective bidders
13 the bid opening date is changed from 2 p.m. November 03, 2016 to 2 p.m. November 10, 2016.

14 **Exhibit 2.**

15 Amendment No. II to the IFB was issued on November 4, 2016 notifying prospective
16 bidders of various changes and responses to inquires received from JMI Edison dated 10/26/16,
17 KOLTA Global PNB Inc. dated 10/31/2016, and Benson Guam Ent. Inc. dated 11/02/2016.

18 **Exhibit 3.**

19 Bids were opened on November 10, 2016.

20 In a letter dated January 04, 2017, GPA informed ABE that the canceled the bid. GPA's
21 reason for cancelling IFB GPA-005-17 is that "in compliance with the New Streetlight Tariff, the
22 Authority has determined this bid canceled." **Exhibit 4.**

23 In a letter dated January 6, 2017, ABE requests GPA expand on what specific compliance
24 issue of the New Streetlight Tariff was not met. **Exhibit 5.** ABE has yet to receive a response to
25 its request.
26
27
28

1 In a letter dated January 17, 2017 (“Protest Letter”) ABE challenged the basis for the bid
2 cancellation. **Exhibit 6.**

3 In a letter dated March 31, 2017 by John M. Benavente, P.E., General Manger which was
4 received by ABE via facsimile transmission on April 6, 2017, GPA states, in relevant part:
5

6 You indicated in your [January 17, 2017 protest] letter that you believe the streetlight
7 tariff had nothing to do with the change in specification. This is not correct, as the
8 previous tariff reflected HPS lights, and this has now been changed to reflect LED
9 lights with different standards. In addition, GPA engineering has changed the technical
10 specifications to reflect a cost evaluation based on the total cost of ownership (TOC)
11 computed by addition the initial purchase price plus the total life energy cost. The
12 LED streetlight nominal power rating for the specified make, model, CCT, drive
13 current, and IES classification will be utilized to calculate the GPA Total Cost of
14 Ownership (TOC).

15 **Exhibit 7.** GPA denied ABE’s protest and made no attempt to discuss the merits of ABE’s protest
16 or to explain the what specific compliance issue of the New Streetlight Tariff was not met.

17 The IFB was re-issued on April 13, 2017. **Exhibit 8.**

18 It is notable that the New Streetlight Tariff referenced in GPA’s notice of cancellation of bid
19 was implemented by Order of the Guam Public Utilities Commission (hereinafter “Order”), GPA
20 Docket 16-01, became effective on October 27, 2016. **Exhibit 9.** In Resolution No. 2016-03,
21 adopted on January 26, 2016 (hereinafter “Resolution”), the CCU authorized GPA to petition the
22 PUC for approval to implement an interim streetlight tariff for energy efficient LED streetlights.

23 **Exhibit 10.**

24 **2. GPA has not satisfied the test to cancel a bid.**

25 The CCU Resolution 2016-003 and PUC Order do not address or discuss a new or updated
26 LED specification. In fact, GPA already implemented an LED Streetlight Replacement program
27 upgrading the technology of existing streetlights from High Pressure Sodium (HPS) to LED at the
28 time the Resolution was issued. Exhibit 10. Furthermore, neither the Resolution nor the Order list
any requirement of a change of specification for the actual LED streetlight.

1 Given that GPA's basis for cancelling the bid is not supported by the Resolution or Order,
2 and GPA does not state any other grounds for canceling the IFB, ABE's bid must be reinstated and
3 accepted.

4 **3. Cancelling and re-bidding GPA005-17 is unfair to the bidders who submitted bids in**
5 **good faith.**

6 One of the bidders initially suggested GPA consider evaluating the bids based on lighting
7 efficiency or life-cycle cost of the fixture:

8 JMI Edison Inquiry dated 10/26/16:

9 QUESTION:

10 1. Given the speed that the LED technology is improving, it is very possible that
11 bidders will be bidding on products that are much more efficient than what GPA's
12 specifications call for. Therefore, we think it is in GPA's and Guam [sic] best interest
13 to include lighting efficiency in the evaluation criteria, or possibly evaluate the bids
based on the life-cycle cost of the fixtures.

14 ANSWER:

15 GPA Bid 005-17 will be awarded based on the lowest responsive bid, as outlined in
16 GPA's General Terms and Conditions. This is found on page 35 of 39 of the bid
package for GPA-005-17. Additionally, GPA Specification E-043 is updated
periodically to reflect advantages in LED Technology.

17 Exhibit 3 at 1-2.

18 GPA initially rejected the idea of including the very factors it now asserts, after opening the
19 bids, should be included in the re-issued IFB. GPA relies on factors that are unrelated to the new
20 tariff schedule in justifying its cancellation of the IFB. More perplexing is that GPA knew of the
21 new tariff schedule for the LED streetlights, the very item sought under the IFB, but yet proceeded
22 to open the bids. If what GPA asserts is true, *arguendo*, GPA should have cancelled the IFB
23 PRIOR to the opening of the bids and not a month and a half after the bids were opened and made
24 public.
25
26

27 The prices offered by all bidders are now public providing bidders to the reissued IFB an
28 advantage over ABE which offered a price significantly lower than the other qualified bidders.

1 ABE and the other bidders submitted their bids based on good faith. ABE was the lowest
2 responsive bidder as outlined in the IFB. Therefore, ABE's bid should be reinstated and accepted.

3 **4. Cancelling and re-bidding the IFB is contrary to the strict delivery requirements set**
4 **forth in the IFB.**

5 The IFB set out delivery requirements which reflect anticipated installation schedules to
6 which GPA wanted to adhere:

7 JMI Edison Inquiry Dated 10/26/16:...

8 **QUESTION:**

9 2. Many good established manufacturers of LED fixtures with proven record of
10 competitiveness and reliability are swamped with current orders such that their
11 production schedule is set and not subject to much change. While the delivery
12 requirement of GPA may be reasonable to new and smaller companies, bigger
13 companies may have a hard time meeting it. Thus, we suggest, as an example, a
14 staggered delivery of possibly 1,000 fixtures per month, starting 8 weeks from award
15 date.

14 **ANSWER:**

15 GPA's delivery requirements are specified in the bid documents. The required
16 delivery time reflect anticipated installation schedules.

16 Exhibit 3 at 2. The initial delivery of 5,400 streetlights are due within 8 weeks after award with the
17 remaining balance of 4,078 streetlights due no later than April 28, 2017 under the IFB. Under the
18 re-issued IFB, said deliveries will be unduly delayed to the detriment of GPA and the ratepayers.

19 Cancelling and rebidding the IFB goes against the timely implementation of the replacement
20 of less efficient HPS lights with energy efficient LED streetlights. The delayed replacement of less
21 efficient HPS lights will in turn delay savings to be realized by GPA and the ratepayers.

22 **Relief Requested**

23
24 ABE asks that this appeal reverse GPA's decision, that the OPA order GPA to execute the
25 bid offered by ABE without further delay, an award for reasonable attorney's fees and costs of this
26 protest and appeal, and for such other relief that may be available.
27

28

H007-04

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Declaration re Court Action

Pursuant to 5 GCA Chapter 5, unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of the Public Accountability will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this Appeal has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of Public Accountability within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Dated: Hagatna, Guam 20, April, 2017.

BROOKS CONCEPCION LAW, P.C.



By: Georgette Bello Concepcion, Esq.
Attorneys for Appellant
America's Best Electricmart, Inc.

1
2
3
4
5
6
7
8
9
10
11
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION OF SONNY EDANO

GUAM USA)
MUNICIPALITY OF HAGATNA)

Sonny Edano, being first duly sworn under oath, has read the foregoing AMERICA'S BEST ELECTRICMART, INC.'S NOTICE OF APPEAL, knows the contents thereof, and verifies that the same is true to the best of her knowledge and belief.

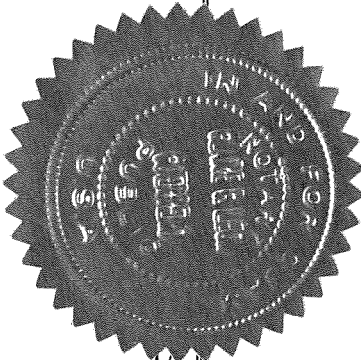
Sonny Edano

Sonny Edano

SUBSCRIBED AND SWORN to before me this 19th day of April, 2017.

Clare C. Leon Guerrero

NOTARY PUBLIC



CLARE C. LEON GUERRERO
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **OCT. 08, 2019**
P.O. Box 4665 Hagatna, Guam 96932

EXHIBITS

1. IFB No. GPA-005-17
2. Amendment No: I to IFB No. GPA-005-17
3. Amendment No. II to IFB No. GPA-005-17
4. GPA's letter to David Hicks dated January 4, 2017 re bid cancellation.
5. America's Best Electricmart, Inc. dated January 6, 2017 re: bid cancellation.
6. America's Best Electricmart, Inc. dated January 17, 2017 re: official protest
7. GPA – March 31, 2107 – Denial of Procurement Protest
8. IFB No. GPA-005-17
9. GPUC - GPA Docket 16-01 ORDER – Tariff
For LED Streetlights
10. CCU – Resolution No. 2016-03

EXHIBIT 1



JOSEPH T. DUENAS
CCU 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.: <u>GPA-005-17</u>				
DESCRIPTION: <u>LED Luminaire Units and Photo Electric Controls</u>				

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 (no less than 15% of total bid) May be in the form of;
(NOTE: Cashier's Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.)

Reference #11 on the General Terms and Conditions

- a. Cashier's Check or Certified Check
- b. Letter of Credit or
- c. Surety Bond – Valid only if accompanied by:
 1. Current Certificate of Authority issued by the Insurance Commissioner;
 2. Power of Attorney issued by the Surety to the Resident General Agent;
 3. Power of Attorney issued by two (2) major officers of the Surety to whomsoever is signing on their behalf.

() STATEMENT OF QUALIFICATION;

() SAMPLES;

(XX) BROCHURES/DESCRIPTIVE LITERATURE; (Shall provide detailed literature on items offered.)

(XX) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS

(XX) NON-COLLUSION AFFIDAVIT;

(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). 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 7 day of November, 2016, I, David H. Ois, authorized representative of America's Best Electrician, Inc. acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

INVITATION FOR BID

ISSUING OFFICE:
Guam Power Authority
Procurement Management Materials Supply
GPA Central Office, 1st. Floor
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913


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

DATE ISSUED: 10/20/2016 BID INVITATION NO.: GPA-005-17
BID FOR: LED Luminaire Units and Photo Electric Controls
SPECIFICATION: See Attached
DESTINATION: GPA Dededo Warehouse
REQUIRED DATE: (See Attached)

INSTRUCTIONS TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: Guam

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00 P.M.
Date: 11/03/2016 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: America's Best Electricmart, Inc.
129 W Harmon Industrial Park Rd Unit D
Tamuning GU 96913
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:
David Hicks, Vice President

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 BID NO.: GPA-005-17

Requisition No.: 29950

NO.	DESCRIPTION	QTY.	U/I	U/P:	T/P:
-----	-------------	------	-----	------	------

1.0	Led Luminaire Units, 150 Watt HPS Equivalent, 120 Volts, 1-1/4" to 2" Mast Arm Compatible, 80W Max, 2800K<CCT<4800K, CRI<65, 6400 Lumens Min. At Proposed CCT As Per GPA Specification: E-043, Revision 3 GPA Index No.: SSOL0936 Ref.: Mfr.: General Electric or Approved Equal Ref.: Part No.: ERL1007B140AGRAY APPROVED EQUAL OR BETTER	8830	Each	\$ _____	\$ _____
-----	---	------	------	----------	----------

Marking Requirements:

Stencil 1" GPA Index No./Purchase Order No./Quantity Per Box.

DELIVERY REQUIREMENT:

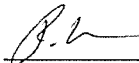
5,000 Each Initial Delivery 8 Weeks ARO.
3,830 Each April 28, 2017.

Any delivery extension for this specific bid shall not be granted due to on-going and/or scheduled projects.

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.

Specification Reviewed by:

 10/18/16

 Reuben C. Ulloa Date

TO BE COMPLETED BY BIDDER:

MANUFACTURED BY: _____

BRAND NAME: _____

PLACE OF ORIGIN: _____

EXPORT ABROAD: _____

TIME OF DELIVERY AFTER RECEIPT OF
PURCHASE ORDER: _____

EXPORT ABROAD: _____

TIME OF DELIVERY AFTER RECEIPT OF
PURCHASE ORDER: _____

INVITATION FOR BID NO.: GPA-005-17

Requisition No.: 29950

NO.	DESCRIPTION	QTY.	U/I	U/P:	T/P:
-----	-------------	------	-----	------	------

2.0	Led Luminaire Units, 250 Watt HPS Equivalent, 120 Volts, 1-1/4" to 2" Mast Arm Compatible, 100W Max, 3800K<CCT<4800K, CRI<65, 10,000 Lumens Min. At Proposed CCT As Per GPA Specification: E-043, Revision 3 GPA Index No.: SSOL0937 Ref.: Mfr.: General Electric or Approval Equal Ref.: Part No.: ERL010E140AGRAY APPROVED EQUAL OR BETTER	648	Each	\$ _____	\$ _____
-----	---	-----	------	----------	----------

Marking Requirements:

Stencil 1" GPA Index No./Purchase Order No./Quantity Per Box.

DELIVERY REQUIREMENT:

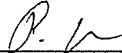
400 Each Initial Delivery 8 Weeks ARO.
248 Each April 28, 2017.

Any delivery extension for this specific bid shall not be granted due to on-going and/or scheduled projects.

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.

Specification Reviewed by:

 10/18/16
Reuben C. Ulloa Date

TO BE COMPLETED BY BIDDER:

MANUFACTURED BY: _____

BRAND NAME: _____

PLACE OF ORIGIN: _____

EXPORT ABROAD: _____

TIME OF DELIVERY AFTER RECEIPT OF PURCHASE ORDER: _____

INVITATION FOR BID NO.: GPA-005-17

Requisition No.: 29950

NO.	DESCRIPTION	QTY.	U/I	U/P:	T/P:
3.0	Photo Electric Control, Locking Type, three terminal polarized twist lock plug series P high impact plastic housing, Standard E.E.I.-NANA 2-3/4" I.D., locking base glass to metal hermetically sealed light sensitive element, standard turn-on, 1/5 candle turn-off ration, inrush current rating 40F to 170 F. Photo Electric Control unit shall carry a two year Guarantee against defect in materials or workmanship. Must Be LED Compatiable.	9,478	Each	\$ 5.42	\$ 51,370.76

OFFER:
- CAT# 2007B

As Per GPA Specification: E-005, Revision 4

GPA Index No.: SSOL1010

Ref.: Mfr.: Precision or Approval Equal

Ref.: Part No.: EDVT-AP-TD

APPROVED EQUAL OR BETTER**Marking Requirements:**

Stencil 1" GPA Index No./Purchase Order No./Quantity Per Box.

NOTE:

Photo Electric Control shall comply with GPA Specification E-005, Revision 4, Section 5.6.3 The photoelectric control shall come equipped with a scratch pad feature for tracking installation date, removal date and shall be marked with purchase order number.

DELIVERY REQUIREMENT:

5,400 Each Initial Delivery 8 Weeks ARO.

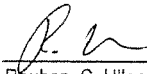
4,078 Each April 28, 2017.

Any delivery extension for this specific bid shall not be granted due to on-going and/or scheduled projects.

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.

Specification Reviewed by:

 10/18/16
Reuben C. Ulloa Date

TO BE COMPLETED BY BIDDER:MANUFACTURED BY: NSI INDUSTRIESBRAND NAME: NSI INDUSTRIESPLACE OF ORIGIN: ChinaEXPORT ABROAD: OKAY TO EXPORT TO SJAM

TIME OF DELIVERY AFTER RECEIPT OF
PURCHASE ORDER: AS SPECIFIED

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p>	SPECIFICATION No. E-043	REVISION: 3 July 28, 2016
PREPARED BY THE ENGINEERING DEPT.		

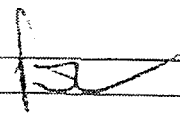
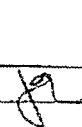
GUAM POWER AUTHORITY
P.O. BOX 2977
AGANA, GUAM 96932


TRANSMISSION & DISTRIBUTION SPECIFICATION

SPECIFICATION NO. E-043

FOR

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

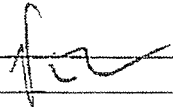

EFFECTIVE DATE: 7/28/16	ISSUED: 	APPROVED: 
-------------------------	---	---


 <p>GUAM POWER AUTHORITY AGANA, GUAM</p>	<p>SPECIFICATION No. E-043</p>	<p>PAGE 1 OF 8</p>
		<p>REVISION: 3 July 28, 2016</p>
<p>PREPARED BY THE ENGINEERING DEPT.</p>		

LIGHT EMITTING DIODE (LED) STREET LIGHT LUMINAIRES

TABLE OF CONTENTS

SECTION		PAGE
1.0	Scope	2
2.0	Applicable Publications	2
3.0	Deviations and Non-conformance Requirements	3
4.0	Ratings	3
5.0	Required Documents.....	4
6.0	Nameplate and Exterior Wattage Label.....	5
7.0	Compatibility and Installation	5
8.0	Quality Control	6
9.0	Warranty.....	6
10.0	Packing and Shipping	6
Appendix A	150 Watt HPS replacement LED Streetlight Luminaire Information Sheet.....	7
Appendix B	250 Watt HPS replacement LED Streetlight Luminaire Information Sheet.....	8

<p>EFFECTIVE DATE: 7/29/16</p>	<p>ISSUED: </p>	<p>APPROVED: </p>
--------------------------------	--	--

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p>	<p align="center">SPECIFICATION No. E-043</p>	<p>PAGE 2 OF 8</p> <p>REVISION: 3 July 28, 2016</p>
<p>PREPARED BY THE ENGINEERING DEPT.</p>		

1.0 SCOPE

- 1.1 This specification covers GPA requirements for 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


2.3 UL (UNDERWRITERS LABORATORIES)

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

~~24~~ ENERGY STAR PROGRAM REQUIREMENTS FOR SOLID STATE LIGHTING LUMINAIRES

EFFECTIVE DATE: 7/29/16	ISSUED: [Signature]	APPROVED: [Signature]
-------------------------	---------------------	-----------------------

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p>	<p>SPECIFICATION No. E-043</p>	<p>PAGE 3 OF 8</p> <p>REVISION: 3</p> <p>July 28, 2016</p>
<p>PREPARED BY THE ENGINEERING DEPT.</p>		

3.0 DEVIATIONS AND NON-CONFORMANCE REQUIREMENTS

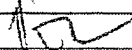

- 3.1 Deviations from this specification or changes in the material or design after the purchase order has been placed must be approved by the GPA Engineering department and acknowledged by a Purchase Order Amendment issued by GPA.
- 3.2 Units received with deviations or non-conformances that are not 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.
- 3.3 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.


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 Table 1. Appendices A and B shall follow the requirements stated in Table 1.

	150W HPS replacement LED	250W HPS replacement LED
Input Voltage	120V	120V
Nominal Rating (Light + driver)	80 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	6400 lm min. at CCT	10,000 lm min. at CCT
CCT	3800 - 4800K	3800 - 4800K
CRI	> 65	> 65
Lamp Lumens per Watt	> 90 lm/W	> 90 lm/W
IES Classification	Type II, III or equivalent	Type III, IV or equivalent
Longitudinal classification	Long	Long
Shielding	Non-shielded	Non-shielded
Rated Life for outdoor temp of 25° C	50,000 Hours min.	50,000 Hours min.
Weight	<20 lbs	<25 lbs

Table 1

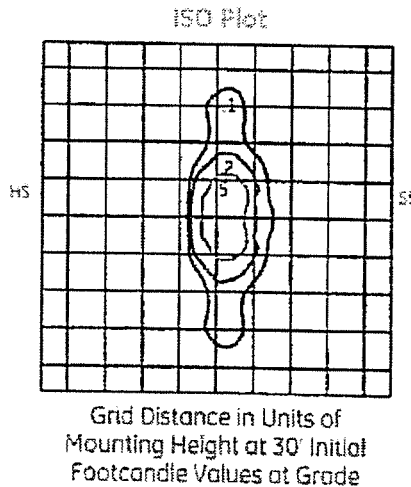
EFFECTIVE DATE: 7/29/16	ISSUED: 	APPROVED: 
-------------------------	---	---

	<p>GUAM POWER AUTHORITY AGANA, GUAM</p>	<p>SPECIFICATION No. E-043</p>	<p>PAGE 4 OF 8</p>
<p>PREPARED BY THE ENGINEERING DEPT.</p>			<p>REVISION: 3 July 28, 2016</p>

5.0 REQUIRED DOCUMENTS

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

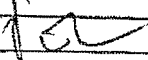

- 5.1 Luminaires must come with wiring diagrams and all necessary equipment and hardware for installation.
- 5.2 The manufacturer shall furnish completed Appendices A and B as applicable providing manufacturer information, electrical information, photometric information, weight, and dimensions. The information provided in the appendices must be specific to the model proposed.
- 5.3 Provide an LM-79-08 report.
- 5.4 Provide isometric plots for each luminaire at 25 foot and 30 foot mounting heights like the graph shown below




6.0 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

EFFECTIVE DATE: 7/29/16	ISSUED: 	APPROVED: 
-------------------------	---	---

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p>	<p>SPECIFICATION No. E-043</p>	<p>PAGE 5 OF 8 REVISION: 3 July 28, 2016</p>
<p>PREPARED BY THE ENGINEERING DEPT.</p>		

- 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)

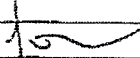

Each light shall come with an exterior wattage label showing the light type i.e. "LED100". The wattage shown shall be based on the total power of the luminaire, LED plus driver.


7.0 COMPATIBILITY AND INSTALLATION

- 7.1 Luminaires shall be compatible with the existing NEMA standard 3-terminal twist lock type photoelectric control device (ECDV-AP-TD) or have a built in photoelectric cell that is covered under the warranty.
- 7.2 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.
- 7.3 Luminaires must be compatible with 1-1/4" I.P.S (1-5/8" O.D.) to 2" O.D. mast arms.
- 7.4 The luminaire shall provide an effective method of preventing bird entrance to the luminaire.
- 7.5 Terminal blocks shall accept a two (2) wire 120VAC input ranging from #14 awg to #10 awg.
- 7.6 Terminal blocks shall accept no smaller than a #2 screwdriver.
- 7.7 Installation of the luminaire shall only require the use of a screwdriver and standard hex head sockets.
- 7.8 Termination of the light shall not require splicing and/or the use of wire nuts.

8.0 QUALITY CONTROL

- 8.1 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.

EFFECTIVE DATE: 7/29/16	ISSUED: 	APPROVED: 
-------------------------	---	---

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p>	<p>SPECIFICATION No. E-043</p>	<p>PAGE 6 OF 8 REVISION: 3 July 28, 2016</p>
<p>PREPARED BY THE ENGINEERING DEPT.</p>		



8.2 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.


9.0 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.

10.0 PACKING AND SHIPPING

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

<p>EFFECTIVE DATE: 7/29/16</p>	<p>ISSUED: </p>	<p>APPROVED: </p>
--------------------------------	--	--

 GUAM POWER AUTHORITY AGANA, GUAM	SPECIFICATION No. E-043	PAGE 7 OF 8
		REVISION: 3 July 28, 2016
PREPARED BY THE ENGINEERING DEPT.		

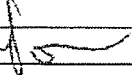
Appendix A


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 3-terminal twist lock type PEC receptacle or PEC 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.	Manufacturer's Name	
6.	Brand Name	
7.	Model # (Full detail with numbering logic sheet)	
8.	Weight (<25lbs)	
9.	Luminaire Wattage to include driver (<80W)	
10.	Luminaire leveling adjustment (degrees)	
11.	Initial Lumens (>6,400 lm)	
12.	Drive Current	
13.	Light Distribution	
14.	Correlated Color Temperature (CCT) (3800-4800K)	
15.	Color Rendering Index (CRI) (>65)	
16.	Specify tools required for entry	
17.	Specify tools require for mounting	
18.	Specify tools required for termination of wires.	
19.	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

EFFECTIVE DATE: 7/25/16	ISSUED: 	APPROVED:
-------------------------	---	-----------

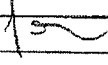

 GUAM POWER AUTHORITY AGANA, GUAM	SPECIFICATION No. E-043	PAGE 8 OF 8	
		REVISION: 3 July 28, 2016	
PREPARED BY THE ENGINEERING DEPT.			

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 3-terminal twist lock type PEC receptacle or PEC 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.	Manufacturer's Name		
6.	Brand Name		
7.	Model # (Full detail with numbering logic sheet)		
8.	Weight (<30lbs)		
9.	Luminaire Wattage to include driver (<100W)		
10.	Luminaire leveling adjustment (degrees)		
11.	Initial Lumens (>10,000 lm)		
12.	Drive Current		
13.	Light Distribution		
14.	Correlated Color Temperature (CCT) (3800-4800K)		
15.	Color Rendering Index (CRI) (>65)		
16.	Specify tools required for entry.		
17.	Specify tools required for mounting.		
18.	Specify tools required for termination of wires.		
19.	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

EFFECTIVE DATE: 7/29/16	ISSUED: 	APPROVED: 
-------------------------	---	---



GUAM POWER AUTHORITY
AGANA, GUAM

SPECIFICATION No. E-005

REVISION: 4
July 28, 2009

PREPARED BY THE ENGINEERING DEPT

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

TRANSMISSION & DISTRIBUTION SPECIFICATION

SPECIFICATION NO. E-005

FOR

**HIGH PRESSURE SODIUM LUMINAIRES
AND MAST ARMS**

EFFECTIVE DATE: 8/17/09

ISSUED:

A handwritten signature in black ink, appearing to be 'BZ', is written over the 'ISSUED:' label.

APPROVED:

A handwritten signature in black ink, appearing to be 'M. Mathis', is written over the 'APPROVED:' label.

	GUAM POWER AUTHORITY AGANA, GUAM	SPECIFICATION No. E-005	PAGE 1 OF 8
PREPARED BY THE ENGINEERING DEPT.			REVISION: 4 July 28, 2009

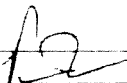
**HIGH PRESSURE SODIUM LUMINAIRES
AND MAST ARMS**

TABLE OF CONTENTS

SECTION		PAGE
1.0	Scope	2
2.0	Applicable Publications	2
3.0	Deviations and Non-conformance Requirements	2
4.0	Ratings	2
5.0	Design and Construction	3
6.0	Quality Control	8
7.0	Packing and Shipping	8

EFFECTIVE DATE: 8/17/09

ISSUED:



APPROVED:



 <p>GUAM POWER AUTHORITY AGANA, GUAM</p>	<p>SPECIFICATION No. E-005</p>	<p>PAGE 2 OF 8 REVISION: 4 July 28, 2009</p>
<p>PREPARED BY THE ENGINEERING DEPT.</p>		

1.0 SCOPE

- 1.1 This specification covers GPA requirements for High Pressure Sodium (HPS) luminaires and mast arms used for street lighting and private outdoor lighting.
- 1.2 The High Pressure Sodium (HPS) luminaires and mast arms are intended for use in tropical weather conditions with a corrosive sea air atmosphere, sustained winds of 155 miles per hour with gusts to 180 miles per hour 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 ANSI-IESRP-8-1998, IES LM-31, ANSI C33.31, and NEMA SH-17-1998 standards.

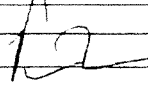
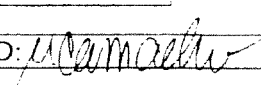
3.0 DEVIATIONS AND NON-CONFORMANCE REQUIREMENTS

- 3.1 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.
- 3.2 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.
- 3.3 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.

4.0 RATINGS

Ratings of the HPS luminaires and lamps shall be as specified in the following table:

	150 Watt HPS Luminaire	250 Watt HPS Luminaire
BASE	MOGUL	MOGUL
BULB COATING	Clear	Clear
NOMINAL RATING	150 Watts	250 Watts

EFFECTIVE DATE: 6/17/09	ISSUED: 	APPROVED: 
-------------------------	---	---

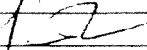

 GUAM POWER AUTHORITY AGANA, GUAM	SPECIFICATION No. E-005	PAGE 3 OF 8
		REVISION: 4 July 28, 2009
PREPARED BY THE ENGINEERING DEPT.		


	150 Watt HPS Luminaire	250 Watt HPS Luminaire
BURNING POSITION	Horizontal	Horizontal
INITIAL LUMENS	16,000	30,000
MEAN LUMENS	14,400	27,000
RATED LIFE	24,000 hours	24,000 hours
ARC TUBE VOLTAGE	55 Volts	100 Volts
BALLAST (Type)	HPF reactor	Autoregulator
BALLAST (Volts)	120 + 5%	120 + 10%
LIGHT TYPE	IES II	IES IV

5.0 DESIGN AND CONSTRUCTION

5.1 Luminaire Housing

- 5.1.1 Luminaire housings, both upper and lower (lens holder), shall be made of precision die-cast aluminum with weather-resistant baked-on enamel finish applied by an electrostatic process.
- 5.1.2 The upper housing shall include a slip-fitter capable of accepting 1 ¼ inch to 2 inch IPS pipe without the need for a separate attachment or for rearrangement of mounting parts. The slip-fitter shall be provided with an approved stop or method to prevent contact of the pipe with electrical components inside the luminaire.
- 5.1.3 The upper and lower housings shall be joined by means of hinging and latching. Hinging shall incorporate a safety device to prevent accidental disengagement of the lower housing. Latching and unlatching shall be designed for ease of operation without the need for tools. The lens holder shall automatically align to the upper housing.
- 5.1.4 The ballast assembly module shall be connected to the upper housing by means of hinges and an interlock device. Hinging shall have provisions to prevent accidental disengagement from upper housing. The locking device shall be stainless steel.
- 5.1.5 The upper housing shall have a receptacle for connecting the twist-lock photo-electric control unit.
- 5.1.6 The design shall provide for an effective method of preventing bird entrance to the luminaire.

EFFECTIVE DATE: 8/17/09	ISSUED: 	APPROVED: 
-------------------------	---	---

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p>	<p>SPECIFICATION No. E-005</p>	<p>PAGE 4 OF 8 REVISION: 4 July 28, 2009</p>
<p>PREPARED BY THE ENGINEERING DEPT</p>		

5.2 Optical Assembly

- 5.2.1 The HPS luminaire shall include an enclosed optical assembly which provides the light distribution pattern as specified in Section 4.0, Light Type. The assembly shall consist of a reflector, refractor, gasket, and filter. The optical assembly shall be sealed and filtered. Breathing shall be only through the gasket.
- 5.2.2 The reflector shall be hard, highly polished anodic surfaced aluminum secured with spring latches for easy removal and accurate and easy positioning.
- 5.2.3 The refractor shall be prismatic borosilicate glass or polycarbonate with minimum transmittance of 90% and secured with spring latches.
- 5.2.4 The gasket shall be made of high temperature polyester fiber to filter air entering the optical assembly.

5.3 Lamp Socket

The lamp socket shall be porcelain enclosed multiple mogul-type. The lamp socket support shall be adjustable to permit changes in the light distribution pattern. The lamp socket and support shall be pre-set by the supplier to provide the light distribution pattern specified on the Purchase Order.

5.4 Lamp

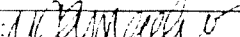
- 5.4.1 The lamps shall be a 150 or 250 watt, 120V mogul base High Pressure Sodium vapor lamp as specified on the GPA Purchase Order.
- 5.4.2 The lamp shall come equipped with a scratch pad feature for tracking the installation date, removal date, and shall be marked with the purchase order number.

5.5 Ballast Assembly

- 5.5.1 The HPS luminaire shall include the ballast assembly module which may be attached to or detached from the upper housing with a screwdriver.
- 5.5.2 The ballast assembly shall be removable and replaceable by use of quick disconnect plugs.
- 5.5.3 Ballasts shall be pre-wired at the factory for 120-Volt AC operation, suitable for high ambient temperature and with a high power factor of 90%+.

EFFECTIVE DATE: 5/17/09

ISSUED: 

APPROVED: 

	GUAM POWER AUTHORITY AGANA, GUAM	SPECIFICATION No. E-005	PAGE 5 OF 8
PREPARED BY THE ENGINEERING DEPT			REVISION: 4 July 28, 2009

5.6 Photoelectric Control

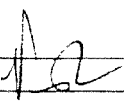
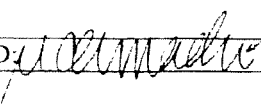
- 5.6.1 The receptacle connection for the twist lock external photoelectric control unit shall include rigid weatherproof electrical and mechanical connections.
- 5.6.2 The external photoelectric control shall be an EEI-NEMA standard three-terminal, polarized, twist lock type.
- 5.6.3 The photoelectric control shall come equipped with a scratch pad feature for tracking installation date, removal date, and shall be marked with the purchase order number.

5.7 Terminal Strip

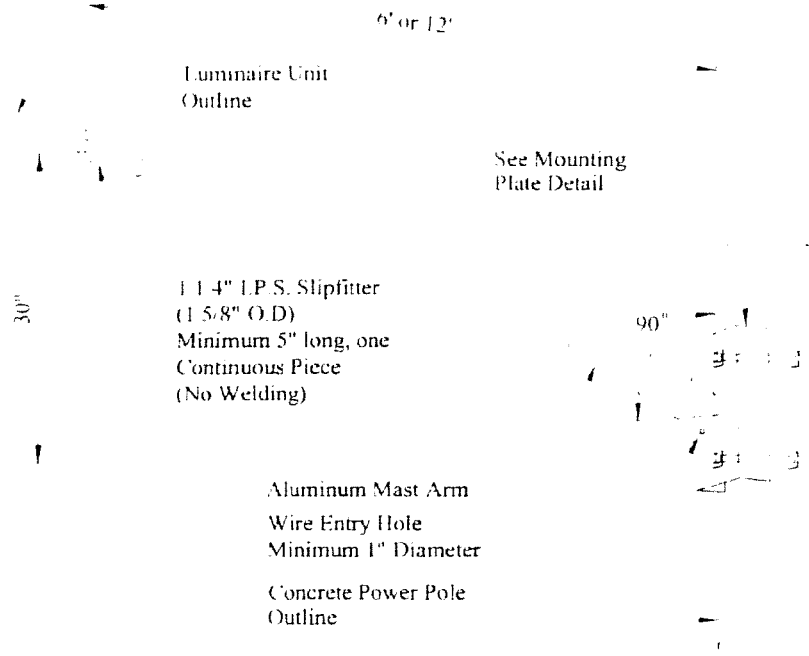
The terminal strip attached to the upper housing shall be connected so that the incoming conductors will not be in contact with the ballast assembly when the luminaire is in operation.

5.8 Mast Arm and Hardware

- 5.8.1 All hardware used shall be corrosion resistant.
- 5.8.2 The mast arm shall be a tapered oval type design using an aluminum extrusion "tongue and groove" locking system to maximize strength. The arm shall be designed to exceed the ANSI C136.13 standard specification for metal brackets for poles used in roadway lighting. (See Figure 1)

EFFECTIVE DATE: 8/17/05	ISSUED: 	APPROVED: 
-------------------------	---	---

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p>	<p>SPECIFICATION No. E-005</p>	<p>PAGE 6 OF 8 REVISION: 4 July 28, 2009</p>
<p>PREPARED BY THE ENGINEERING DEPT</p>		

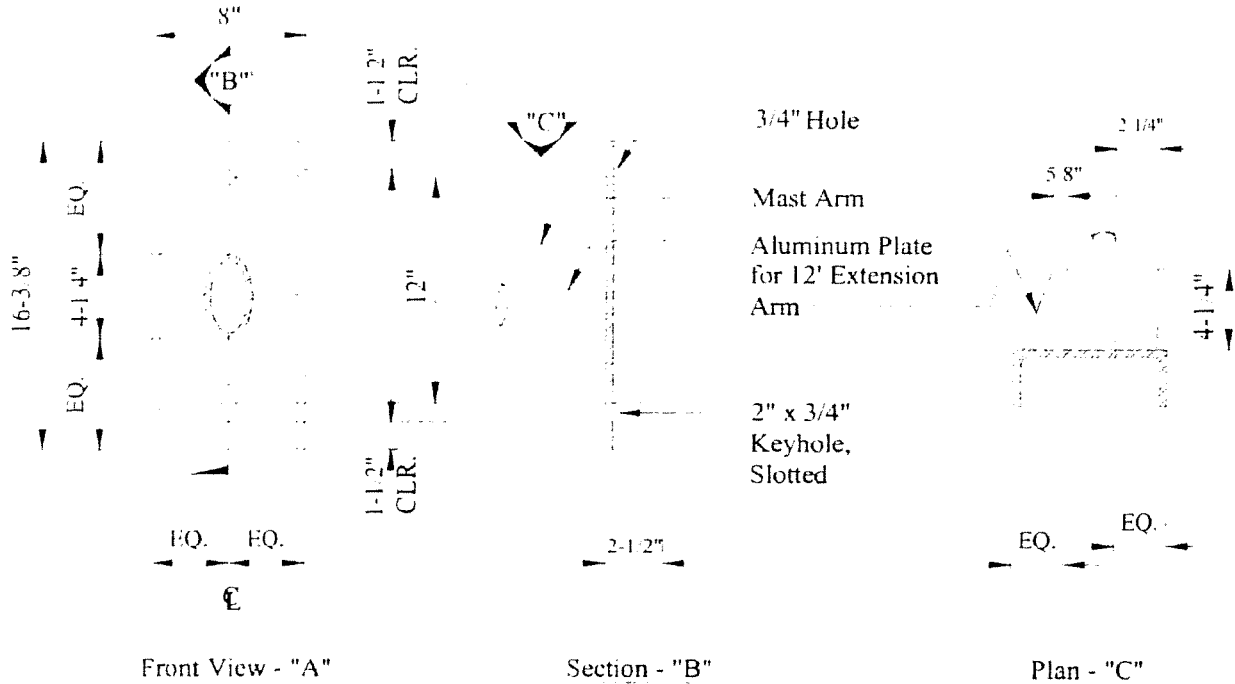


Mast Arm Elevation Detail
Figure 1

5.8.3 The mounting bracket shall be aluminum extrusion providing for maximum surface contact with the pole to increase vertical and horizontal stability. The plate shall have one 2" keyhole and one 3/4" hole for 5/8" machine bolts. (See Figure 2).

EFFECTIVE DATE: 8/17/09 ISSUED: [Signature] APPROVED: [Signature]

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p> <p>PREPARED BY THE ENGINEERING DEPT.</p>	<p>SPECIFICATION No. E-005</p>	<p>PAGE 7 OF 8</p> <p>REVISION: 4 July 28, 2009</p>
---	---------------------------------------	---



Mounting Plate Detail
Figure 2

- 5.8.4 The mast arm shall be made of three 6063-T6 aluminum alloy extrusion. The mounting plate shall be made of one 6063-T6 aluminum extrusion. The finish shall be a natural aluminum finish.
- 5.8.5 The wire entry hole location shall be through the bottom of the arm two inches from the pole mounting plate. The edges of the hole must be rounded to protect the wire from damage.
- 5.8.6 All weld connections shall be full penetration.

EFFECTIVE DATE: 8/17/05 ISSUED: *[Signature]* APPROVED: *[Signature]*

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p>	SPECIFICATION No. E-005	PAGE 8 OF 8 REVISION: 4 July 28, 2009
PREPARED BY THE ENGINEERING DEPT.		

5.9 Nameplate

The manufacturer shall furnish with each luminaire a nameplate attached to and inside of the upper housing. The nameplate shall include the following data:

- a. Manufacturer's name
- b. Catalog number
- c. Lamp type and ANSI code
- d. Wattage
- e. Voltage
- f. Starting and running current
- g. Complete connection diagram

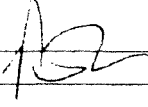

6.0 QUALITY CONTROL

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.

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.

7.0 PACKING AND SHIPPING

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

EFFECTIVE DATE: 5/17/05	ISSUED: 	APPROVED: 
-------------------------	---	---



GUAM POWER AUTHORITY

ATURIDĀT ILEKTRESEDĀT GUAHAN
P.O. BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Edward J.B. Calvo
Governor

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

Raymond S. Tenorio
Lieutenant Governor

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 _____ 2016.

(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.
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

ATURIDAT ILEKTRESEDAT GUAHAN
P O BOX 2977, AGANA, GUAM 96932-2977

SPECIAL PROVISION FOR MAJOR SHAREHOLDERS 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:

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

1. If the affidavit is a copy, indicate the 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.

MAJOR SHAREHOLDERS OF DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)

HAGATNA, GUAM)

I, undersign, _____
(partner or officer of the company of, etc.)

being first duly sworn, deposes and says:

1. That the person who have held more than ten percent (10%) of the company's shares during the past twelve (12) months are as follows:

<u>Name</u>	<u>Address</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total number of shares		_____

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

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

Further, affiant sayeth naught.

Date: _____

Signature of individual if bidder/offeror is a sole Proprietorship; Partner, if the bidder/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 _____, 2016.

)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 _____, 2016.

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 _____, 2016

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



GUAM POWER AUTHORITY
ATURIDAT ILEKTRESEDAT GUAHAN
P O BOX 2977, AGANA, GUAM 96932-2977

SPECIAL PROVISIONS

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

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

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

Signature of Bidder Date

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

Subscribed and sworn before me this _____ day of _____, 2016.

Notary Public



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O. BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Edward J.B. Calvo
Governor

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

Raymond S. Tenorio
Lieutenant Governor

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 bonafide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, suing workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory for the Pacific Islands; or
- () (b) A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured; or
- (X) (c) A business that has a bonafide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or One Hundred Fifty Thousand Dollars (\$150,000.0) whichever is less, of supplies and items of a similar nature to those being sought; or
- () *(d) A service actually in business, doing a substantial business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or national of the Unites 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 David Hicks, representative for America's Best Electricmart, Inc, 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 005-17.
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

11/07/2016
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.
- [] 22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 23. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor

agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).

24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Guam Power Authority, least twenty-four (24) hours before delivery of any item under this solicitation.
26. **BILL OF SALE:** Successful supplier shall render Bill of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
27. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating 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.
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.
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.**
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.
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).
34. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, 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.
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.
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.
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 received 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 one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (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: David Hicks

Title: Vice President

Address: America's Best Electromart, Inc

Telephone: 647-6674

129 W Harmon Industrial Park Rd, Unit D

Tamuning, GU 96913

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.

EXHIBIT 2



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O. BOX 2977 HAGATNA GUAM 96932-2977

AMENDMENT NO.: I

TO

INVITATION FOR BID NO.: GPA-005-17


FOR

LED LUMINAIRE UNITS AND PHOTE ELECTRIC CONTROLS

Prospective Bidders are hereby notified of the following:

Bid Opening Date is changed FROM 2:00 P.M., November 03, 2016 TO NOW READ
2:00 P.M., November 10, 2016.

All other Terms and Conditions in the bid package shall remain unchanged and in full force.


JOHN M. BENAVENTE, P.E.
General Manager

PLEASE ACKNOWLEDGE RECEIPT BY
SIGNING BELOW AND RETURN THIS FAX
TO VINCE BARCINAS. FAX. NO.: 648-3165.

Mila Dunsad *11/10/16*
 PRINT/SIGNATURE DATE

Amorcas Ltd Electricmat, Inc.
 COMPANY

APPRECIATE YOUR IMMEDIATE RESPONSE.
 THANK YOU.

GPA PROCUREMENT DIVISION
 TEL.: (671) 648-3054/55

EXHIBIT 3



GUAM POWER AUTHORITY
ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

PLEASE ACKNOWLEDGE RECEIPT BY
SIGNING BELOW AND RETURN THIS FAX
TO VINCE BARCINAS. FAX. NO.: 648-3165.

November 04, 2016

Dave Hicks
PRINT/SIGNATURE DATE
A.B.E. *11/7/16*
COMPANY

AMENDMENT NO.: II

TO

INVITATION FOR BID NO.: GPA-005-17

FOR

APPRECIATE YOUR IMMEDIATE RESPONSE.
THANK YOU.

GPA PROCUREMENT DIVISION
TEL.: (671) 648-3054/55

LED LUMINAIRE UNITS AND PHOTO ELECTRIC CONTROLS

Prospective Bidders are hereby notified of the following changes and response to inquiries received from JMI Edison dated 10/26/16, KOLTA Global PNB Inc. dated 10/31/2016, and Benson Guam Ent. Inc. dated 11/02/16.

CHANGES:

- 1. **REMOVE** Page 3 of 39 and **REPLACE** with Page 3a of 39 (see attached):

Refer to Table 1 of GPA Specification E-043, Revision 3 for CCT requirements.
Bid Description item 1.0 and 2.0 will be changed to reflect Table 1 requirements as shown in GPA Specification E-043, Revision 3.

- 2. **REMOVE** Page 4 of 39 and **REPLACE** with Page 4a of 39 (see attached):

Refer to Table 1 of GPA Specification E-043, Revision 3 for CCT requirements.
Bid Description item 1.0 and 2.0 will be changed to reflect Table 1 requirements as shown in GPA Specification E-043, Revision 3.

JMI Edison Inquiry dated 10/26/16:

QUESTION:

- 1. Given the speed that the LED technology is improving, it is very possible that bidders will be bidding on products that are much more efficient than what GPA's specifications call for. Therefore, we think it is in GPA's and Guam best interest to include lighting efficiency in the evaluation criteria, or possibly evaluate the bids based on the life-cycle cost of the fixtures.

QUESTION:

- 4. Specifications No. E-043. Pg. 6 of 8, 9.0 Warranty. Is the company liable for the cost associated with removal and replacing of the Fixtures on the Poles? If so, what is the cost?

ANSWER:

The company is not liable for the cost associated with removal of the damaged fixtures.
 The company will be responsible for providing a new working fixture.

Benson Guam Enterprises Inc. dated 11/02/16:

QUESTION:

- 1. There is some minor inconsistency between the description of the items under your bid invitation and that of Specifications E-043, please advise which one to follow:

The bid description indicated 2800K<CCT<4800K for item 1, while your table 1 chart indicates 3800 ~ 4800K.

ANSWER:

Refer to **CHANGES** #1 above.

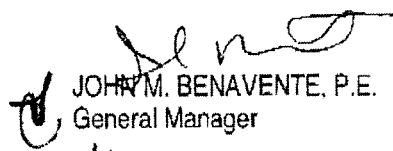
QUESTION:

- 2. The bid description indicated CRI of <65, while the specs on table 1 indicates >65.


ANSWER:

Refer to **CHANGES** #2 above.

All other Terms and Conditions in the bid package shall remain unchanged and in full force.



JOHN M. BENAVENTE, P.E.
 General Manager



INVITATION FOR BID NO.: GPA-005-17

Requisition No.: 29950

NO.	DESCRIPTION	QTY.	U/I	U/P:	T/P:
2.0	Led Luminaire Units, 250 Watt HPS Equivalent, 120 Volts, 1-1/4" to 2" Mast Arm Compatible	648	Each	\$ 237.91	\$ 154,165.68 BASIC
				198.28	128,485.44 ALTERNATE

As Per GPA Specification: E-043, Revision 3
 GPA Index No.: SSOL0937

BASIC OFFER:

CAT# ATBS H MVOLT R2 NL C136.22 RFD225582

APPROVED EQUAL OR BETTER

ALTERNATE OFFER:

CAT# GCM2-40G-MV-NW-* -GY-700-WL

Marking Requirements:

Stencil 1" GPA Index No./Purchase Order No./Quantity Per Box.

DELIVERY REQUIREMENT:


400 Each Initial Delivery 8 Weeks ARO.
 248 Each April 28, 2017.

Any delivery extension for this specific bid shall not be granted due to on-going and/or scheduled projects.

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.

Specification Reviewed by:

 11/7/16
 Reuben C. Ulloa Date
ALTERNATE

BASIC

TO BE COMPLETED BY BIDDER:

MANUFACTURED BY: ACUITY
AMERICAN ELECTRIC LIGHTING/
 BRAND NAME: Lithonia

PLACE OF ORIGIN: USA

EXPORT ABROAD: Okay to export to Guam

TIME OF DELIVERY AFTER RECEIPT OF PURCHASE ORDER: As specified

LEOTEK

LEOTEK

USA

Okay to export to Guam

As specified

EXHIBIT 4



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

January 04, 2017

Dave Hicks
Vice President
America's Best Electricmart, Inc.
129 W. Harmon Industrial Park, Rd.
Tamuning, Guam 96913

RE: Invitation for Bid No.: GPA-005-17 for LED Luminaire Units and Photo Electric Controls

Dear Mr. Hicks,

In compliance with the New Streetlight Tariff, the Authority has determined this bid canceled.

A re-bid with the updated GPA Specification No. E-043, Revision 4 will therefore be issued.

GPA apologizes for any inconvenience this may have caused you.

Should you require any additional information, please feel free to contact Mrs. Jamie L.C. Pangelinan, Supply Management Administrator at Tel.: (671) 648-3054/55 or Fax: 648-3165.

Respectfully,

[Handwritten Signature]
per JOHN M. BENAVENTE, P.E.
General Manager

PLEASE ACKNOWLEDGE RECEIPT BY
SIGNING BELOW AND RETURN THIS FAX
TO VINCE BARCINAS. FAX. NO.: 648-3165.

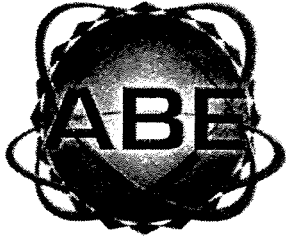
PRINT/SIGNATURE _____ DATE _____

COMPANY _____

APPRECIATE YOUR IMMEDIATE RESPONSE.
THANK YOU.

GPA PROCUREMENT DIVISION
TEL.: (671) 648-3054/55

EXHIBIT 5



AMERICA'S BEST ELECTRICMART, INC.
HARNESSING THE POWER OF SUPPLY.

January 6, 2017

Jamie Pangelinan
Supply Management Administrator
Guam Power Authority

RE: IFB: GPA-005-17

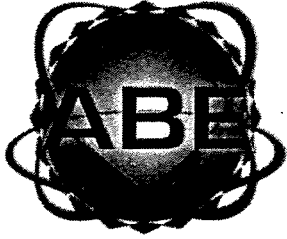
Dear Ms. Pangelinan,

I am in receipt of a Jan 04 2017 letter notifying me of the cancellation of IFB GPA-005-17. The letter states that the reason for the bid cancellation is to be in compliance with the New Streetlight Tariff. I'm not familiar with the compliance issue that this bid does not meet. Can you expand on what specific compliance issue of the New Streetlight Tariff was not met? Can I also get a copy of the New Streetlight Tariff?

Regards,

Dave Hicks

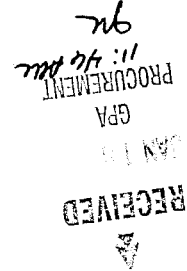
EXHIBIT 6



AMERICA'S BEST ELECTRICMART, INC.
HARNESSING THE POWER OF SUPPLY.

January 17, 2017

Jamie Pangelinan
Supply Management Administrator
Guam Power Authority



RE: IFB: GPA-005-17

Dear Ms. Pangelinan,

Please consider this an official protest of the bid cancellation and re-bid for GPA's Invitation to Bid # GPA-005-17.

The reasons for this protest are as follows:

- The reason for the cancellation is not specific and does not appear to have anything to do with the specific LED streetlight specifications. The reason given was that in order to be in compliance with the New Streetlight Tariff the Authority determined this bid cancelled. America's Best Electricmart, Inc sent a letter requesting clarification (dated 1/6/2017) on the specific compliance concern. To date, no response has been given.

The CCU resolution 2016-003 authorizing GPA to petition the PUC for approval to implement an interim or new streetlight tariff does not discuss or even address a new or updated LED streetlight specification. The resolution does not list any requirement that would require a change of specification for the actual LED streetlight. Thereby negating GPA's reasoning for cancelling this bid.

- Cancelling and re-bidding GPA-005-17 for issues unrelated to the technical specifications is unfair to the bidders who participated in this bid in good faith. GPA expressed in the cancellation notice that their intent was to issue a re-bid.
- Cancelling and re-bidding GPA-005-17 also goes against the timely implementation GPA's, the CCU's, and the PUC's specified intent to replace the remaining streetlights with energy efficient LED streetlights further delaying savings to be realized by GPA and the ratepayers.

EXHIBIT 7



**GUAM POWER AUTHORITY
ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O. BOX 2977, HÅGATÑA, GUAM 96932-2977**

DENIAL OF PROCUREMENT PROTEST

March 31, 2017

Mr. Dave Hicks
America's Best Electricmart, Inc.
129 W. Harmon Industrial Park, Unit D
Tamuning, Guam 96913

RE: Guam Power Authority's Response to America's Best Electricmart, Inc. Protest dated January 17, 2017, for IFB GPA-005-17, LED Luminaire Units and Photo Electric Controls

Dear Mr. Hicks:


I have reviewed your protest letter dated January 17, 2017, protesting Guam Power Authority's (GPA) letter to your company advising you that IFB-GPA-005-17 had been cancelled due to a change in technical specifications. Your Protest is hereby denied for the following reasons:

You indicated in your letter that you believe that the streetlight tariff had nothing to do with the change in specification. This is not correct, as the previous tariff reflected HPS lights, and this has now been changed to reflect LED lights with different standards. In addition, GPA engineering has changed the technical specifications to reflect a cost evaluation based on the total cost of ownership (TOC) computed by adding the initial purchase price plus the total life energy cost. The LED streetlight nominal power rating for the specified make, model, CCT, drive current, and IES classification will be utilized to calculate the GPA Total Cost of Ownership (TOC).

We appreciate your interest in this bid and look forward to your continued participation in the re-bid for IFB GPA-005-17.

America's Best Electricmart, Inc. is hereby ON NOTICE that this is the Guam Power Authority's final decision concerning America's Best Electricmart, Inc.'s January 17, 2017, protest for the above described IFB. You are hereby advised that America's Best Electricmart, Inc. has the right to seek judicial review.

Sincerely,


JOHN M. BENAVENTE, P.E.
General Manager

~~Fax: 647-6676~~
PLEASE ACKNOWLEDGE RECEIPT BY
SIGNING BELOW AND RETURN THIS FAX
TO VINCE BARCINAS. FAX. NO.: 648-3165.
Dave Hicks *JD Hicks*
PRINT/SIGNATURE DATE
A.B.E. 4/2/17
COMPANY

APPRECIATE YOUR IMMEDIATE RESPONSE.
THANK YOU.

GPA PROCUREMENT DIVISION
TEL.: (671) 648-3054/55

EXHIBIT 8



JOSEPH T. DUENAS
CCU 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-005-17

DESCRIPTION: LED Luminaire Units and Photo Electric Controls

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 (no less than 15% of total bid) May be in the form of;
(NOTE: Cashier's Check or Certified Check Refunds will be **ONLY** be made out to the name of the Bidder.)

Reference #11 on the General Terms and Conditions

- a. Cashier's Check or Certified Check
- b. Letter of Credit or
- c. Surety Bond – Valid only if accompanied by:
 1. Current Certificate of Authority issued by the Insurance Commissioner;
 2. Power of Attorney issued by the Surety to the Resident General Agent;
 3. Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

() STATEMENT OF QUALIFICATION;

() SAMPLES;

(XX) BROCHURES/DESCRIPTIVE LITERATURE; (Shall provide detailed literature on items offered.)

(XX) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS

(XX) NON-COLLUSION AFFIDAVIT;

(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). 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 _____, 2017, I, _____, authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

INVITATION FOR BID

ISSUING OFFICE:
Guam Power Authority
Procurement Management Materials Supply
GPA Central Office, 1st. Floor
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913


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

JR

DATE ISSUED: 04/13/2017 BID INVITATION NO.: RE-BID GPA-005-17

BID FOR: LED Luminaire Units and Photo Electric Controls

SPECIFICATION: See Attached

DESTINATION: GPA Dededo Warehouse

REQUIRED DATE: (See Attached)

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) 2:00 P.M.,
Date: 05/02/2017 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 BID NO.: RE- BID GPA-005-17

Requisition No.: 29950

NO.	DESCRIPTION	QTY.	U/I	U/P:	T/P:
-----	-------------	------	-----	------	------

1.0	Lead Luminaire Units, 150 Watt HPS Equivalent, 120 Volts, 1-1/4" to 2" Mast Arm Compatible. As per GPA Specification: E-043, Revision 5 GPA Index No.: SSOL0936	8830	Each	\$ _____	\$ _____
-----	---	------	------	----------	----------

APPROVED EQUAL OR BETTER

Marking Requirements:

Stencil 1" GPA Index No./Purchase Order No./Quantity Per Box.

DELIVERY REQUIREMENT:

5,000 Each Initial Delivery 8 Weeks ARO.
3,830 Each 8 Weeks after initial delivery.

Any delivery extension for this specific bid shall not be granted due to on-going and/or scheduled projects.

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.

Specification Reviewed by:



Ruben C. Ulloa Date

TO BE COMPLETED BY BIDDER:

MANUFACTURED BY: _____

BRAND NAME: _____

PLACE OF ORIGIN: _____

EXPORT ABROAD: _____

TIME OF DELIVERY AFTER RECEIPT OF PURCHASE ORDER: _____

INVITATION FOR BID NO.: RE-BID GPA-005-17

Requisition No.: 29950

NO.	DESCRIPTION	QTY.	U/I	U/P:	T/P:
2.0	Led Luminaire Units, 250 Watt HPS Equivalent, 120 Volts, 1-1/4" to 2" Mast Arm Compatible. As Per GPA Specification: E-043, Revision 5 GPA Index No.: SSOL0937	648	Each	\$ _____	\$ _____

APPROVED EQUAL OR BETTER

Marking Requirements:

Stencil 1" GPA Index No./Purchase Order No./Quantity Per Box.

DELIVERY REQUIREMENT:

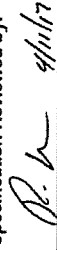
400 Each Initial Delivery 8 Weeks ARO.
248 Each 8 Weeks after initial delivery.

Any delivery extension for this specific bid shall not be granted due to on-going and/or scheduled projects.

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.

Specification Reviewed by:


Reuben C. Ulloa Date

TO BE COMPLETED BY BIDDER:

MANUFACTURED BY: _____

BRAND NAME: _____

PLACE OF ORIGIN: _____

EXPORT ABROAD: _____

TIME OF DELIVERY AFTER RECEIPT OF PURCHASE ORDER: _____

INVITATION FOR BID NO.: RE-BID GPA-005-17

Requisition No.: 29950

NO.	DESCRIPTION	QTY.	U/I	U/P:	T/P:
-----	-------------	------	-----	------	------

3.0 Photo Electric Control, Locking Type, three terminal polarized twist lock plug series P high impact plastic housing, Standard E.E.I.-

NANA 2-3/4" I.D., locking base glass to metal hermetically sealed light sensitive element, standard turn-on, 1/5 candle turn-off rathion, inrush current rating 40F to 170 F. Photo Electric Control unit shall carry a two year Guarantee against defect in materials or workmanship. Must Be LED Compatible.

9,478 Each \$ _____ \$ _____

As Per GPA Specification: E-005, Revision 4

GPA Index No.: SSOL1010

Ref.: Mfr.: Precision or Approval Equal

Ref.: Part No.: EDVT-AP-TD

Approved Equal or Better

Marking Requirements:

Stencil 1" GPA Index No./Purchase Order No./Quantity Per Box.

NOTE:

Photo Electric Control shall comply with GPA Specification E-005, Revision 4, Section 5.6.3. The photoelectric control shall come equipped with a scratch pad feature for tracking installation date, removal date and shall be marked with purchase order number.

DELIVERY REQUIREMENT:

5,400 Each Initial Delivery 8 Weeks ARO.


4,078 Each 8 Weeks after initial delivery.

Any delivery extension for this specific bid shall not be granted due to on-going and/or scheduled projects.

NOTE:

Notwithstanding the fact that this contract was written by one

Specification Reviewed by:

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p> <p>PREPARED BY THE ENGINEERING DEPT.</p>	SPECIFICATION No. E-043	REVISION: 5 February 27, 2017
--	-------------------------	----------------------------------

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


TRANSMISSION & DISTRIBUTION SPECIFICATION

SPECIFICATION NO. E-043

FOR

**LIGHT EMITTING DIODE (LED) STREET LIGHT
LUMINAIRE**

EFFECTIVE DATE: 2/27/17	ISSUED: <i>Va</i>	APPROVED: <i>for</i>
	GENERAL MANAGER	<i>[Signature]</i>


 GUAM POWER AUTHORITY AGANA, GUAM	SPECIFICATION No. E-043	PAGE 1 OF 9
		REVISION: 5 February 27, 2017
PREPARED BY THE ENGINEERING DEPT.		

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

TABLE OF CONTENTS

SECTION		PAGE
1.0	Scope	2
2.0	Applicable Publications	2
3.0	Deviations and Non-conformance Requirements	3
4.0	Ratings	3
5.0	Required Documents.....	4
6.0	Cost Evaluation	5
7.0	Nameplate and Exterior Wattage Label.....	6
8.0	Compatibility and Installation	6
9.0	Quality Control	7
10.0	Warranty.....	7
11.0	Packing and Shipping	7
Appendix A	150 Watt HPS replacement LED Streetlight Luminaire Information Sheet.....	8
Appendix B	250 Watt HPS replacement LED Streetlight Luminaire Information Sheet.....	9

EFFECTIVE DATE: 2/27/17	ISSUED: 	APPROVED: 
	GENERAL MANAGER	

 GUAM POWER AUTHORITY AGANA, GUAM PREPARED BY THE ENGINEERING DEPT.	SPECIFICATION No. E-043	PAGE 2 OF 9
		REVISION: 5 February 27, 2017

1.0 SCOPE


- 1.1 This specification covers GPA requirements for 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
- 2.3 UL (UNDERWRITERS LABORATORIES) – Luminaires must UL Listed. Vendor at time of bid must submit a copy of UL Certification.
 - UL 1598 THE STANDARD FOR SAFETY OF LUMINAIRES

EFFECTIVE DATE: 2/27/17	ISSUED: 	APPROVED: 
	GENERAL MANAGER	

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p>	<p>SPECIFICATION No. E-043</p>	<p>PAGE 3 OF 9</p>
		<p>REVISION: 5 February 27, 2017</p>
<p>PREPARED BY THE ENGINEERING DEPT.</p>		


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


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.

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 Table 1. Appendices A and B shall follow the requirements stated in Table 1.

EFFECTIVE DATE: 2/27/17	ISSUED:  GENERAL MANAGER	APPROVED: 
-------------------------	--	--

 GUAM POWER AUTHORITY AGANA, GUAM	SPECIFICATION No. E-043	PAGE 4 OF 9
		REVISION: 5 February 27, 2017
PREPARED BY THE ENGINEERING DEPT.		


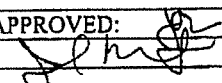
	150W HPS replacement LED	250W HPS replacement LED
Input Voltage	120V	120V
Nominal Rating (Light + driver)	67 W max	120 W max
Burning Position	Horizontal	Horizontal
Off-state power	zero	Zero
Power Factor	>0.9	>0.9
THD	<20%	<20%
Initial Lumens	7000 lm min. at CCT	11,500 lm min. at CCT
CCT	4000K ± 300K	4000K ± 300K
CRI	> 68	> 68
Lamp Lumens per Watt	> 101 lm/W	> 95 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


Table 1

5.0 REQUIRED DOCUMENTS

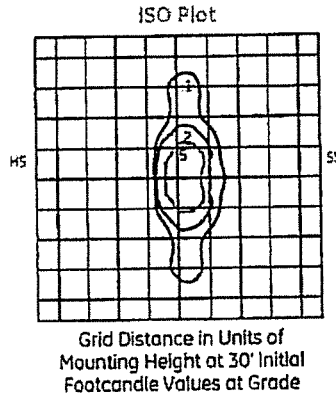
The required documents stated in this section are outlined in Appendices A and B for the respective lights. Appendix A and B must be filled out. Failure to do so may result in the disqualification of the proposed luminaires.

- 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 could be provided as well.
- 5.2 Streetlights must already be in production and not a prototype model. Manufacturer must submit documentation indicating production history.
- 5.3 The manufacturer 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 Provide an LM-79-08 report.
- 5.5 The Manufacturer 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.

EFFECTIVE DATE: 2/22/17	ISSUED:  GENERAL MANAGER	APPROVED: 
-------------------------	--	--

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p> <p>PREPARED BY THE ENGINEERING DEPT.</p>	<p>SPECIFICATION No. E-043</p>	<p>PAGE 5 OF 9</p> <p>REVISION: 5 February 27, 2017</p>
--	--------------------------------	---

5.6 Provide isometric plots for each luminaire at 25 foot and 30 foot mounting heights like the graph shown below



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:

$$\text{Total Life Energy Cost} = 50,000 \text{ hours} \times \text{Current GPA Rate Schedule H Energy Rate (\$/kWh)} \times \text{Nominal Power Rating (kW)}$$


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

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

EFFECTIVE DATE: 2/27/17	ISSUED:  GENERAL MANAGER	APPROVED: 
-------------------------	--	---

	<p>GUAM POWER AUTHORITY AGANA, GUAM</p>	<p>SPECIFICATION No. E-043</p>	<p>PAGE 6 OF 9</p>
<p>PREPARED BY THE ENGINEERING DEPT.</p>			<p>REVISION: 5 February 27, 2017</p>

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.

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 3-terminal twist lock type photoelectric control device (ECDV-AP-TD).
- 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.
- 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.


<p>EFFECTIVE DATE: 2/27/17</p>	<p>ISSUED:  GENERAL MANAGER</p>	<p>APPROVED: </p>
--------------------------------	--	--

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p> <p>PREPARED BY THE ENGINEERING DEPT.</p>	<p>SPECIFICATION No. E-043</p>	<p>PAGE 7 OF 9</p> <p>REVISION: 5 February 27, 2017</p>
--	--------------------------------	---

- 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 QUALITY CONTROL
 - 9.1 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.
 - 9.2 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.
- 10.0 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.
- 11.0 PACKING AND SHIPPING
 - 9.1 The equipment shall be placed and crated with suitable material to prevent damage and injury during shipment and handling operations.
 - 9.2 The equipment shall be securely blocked to prevent shifting during transit.
 - 9.3 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: 2/27/17	ISSUED:  GENERAL MANAGER	APPROVED: 
-------------------------	--	--

 GUAM POWER AUTHORITY AGANA, GUAM PREPARED BY THE ENGINEERING DEPT.	SPECIFICATION No. E-043	PAGE 8 OF 9
		REVISION: 5 February 27, 2017

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 3-terminal twist lock type PEC receptacle or PEC 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 (<67W)	
11.	Luminaire leveling adjustment (degrees)	
12.	Initial Lumens (>7,000 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: 2/27/17	ISSUED:  GENERAL MANAGER	APPROVED: 
-------------------------	--	--

 GUAM POWER AUTHORITY AGANA, GUAM PREPARED BY THE ENGINEERING DEPT.	SPECIFICATION No. E-043	PAGE 9 OF 9
		REVISION: 5 February 27, 2017


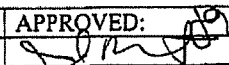
Appendix B


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 3-terminal twist lock type PEC receptacle or PEC 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 (<120W)		
11.	Luminaire leveling adjustment (degrees)		
12.	Initial Lumens (>11,500 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: 2/27/17	ISSUED:  GENERAL MANAGER	APPROVED: 
-------------------------	--	--

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p> <p>PREPARED BY THE ENGINEERING DEPT.</p>	SPECIFICATION No. E-005	REVISION: 4 July 28, 2009
--	-------------------------	------------------------------

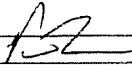

GUAM POWER AUTHORITY
P.O. BOX 2977
AGANA, GUAM 96932


TRANSMISSION & DISTRIBUTION SPECIFICATION

SPECIFICATION NO. E-005

FOR

**HIGH PRESSURE SODIUM LUMINAIRES
AND MAST ARMS**

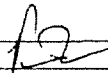

EFFECTIVE DATE: 8/17/09	ISSUED: 	APPROVED: 
-------------------------	---	---


 <p>GUAM POWER AUTHORITY AGANA, GUAM</p> <p>PREPARED BY THE ENGINEERING DEPT.</p>	SPECIFICATION No. E-005	PAGE 1 OF 8 REVISION: 4 July 28, 2009
--	-------------------------	---

**HIGH PRESSURE SODIUM LUMINAIRES
AND MAST ARMS**

TABLE OF CONTENTS

SECTION		PAGE
1.0	Scope	2
2.0	Applicable Publications	2
3.0	Deviations and Non-conformance Requirements	2
4.0	Ratings	2
5.0	Design and Construction	3
6.0	Quality Control	8
7.0	Packing and Shipping	8

EFFECTIVE DATE: 8/17/09	ISSUED: 	APPROVED: 
-------------------------	---	---

 GUAM POWER AUTHORITY AGANA, GUAM	SPECIFICATION No. E-005	PAGE 2 OF 8
		REVISION: 4 July 28, 2009
PREPARED BY THE ENGINEERING DEPT		

1.0 SCOPE

- 1.1 This specification covers GPA requirements for High Pressure Sodium (HPS) luminaires and mast arms used for street lighting and private outdoor lighting.
- 1.2 The High Pressure Sodium (HPS) luminaires and mast arms are intended for use in tropical weather conditions with a corrosive sea air atmosphere, sustained winds of 155 miles per hour with gusts to 180 miles per hour 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 ANSI-IESRP-8-1998, IES LM-31, ANSI C33.31, and NEMA SH-17-1998 standards.

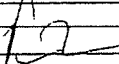
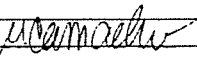
3.0 DEVIATIONS AND NON-CONFORMANCE REQUIREMENTS


- 3.1 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.
- 3.2 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.
- 3.3 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.

4.0 RATINGS

Ratings of the HPS luminaires and lamps shall be as specified in the following table:

	150 Watt HPS Luminaire	250 Watt HPS Luminaire
BASE	MOGUL	MOGUL
BULB COATING	Clear	Clear
NOMINAL RATING	150 Watts	250 Watts

EFFECTIVE DATE: 6/17/09	ISSUED: 	APPROVED: 
-------------------------	---	---

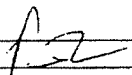
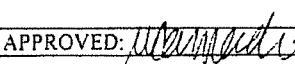
 GUAM POWER AUTHORITY AGANA, GUAM	SPECIFICATION No. E-005	PAGE 3 OF 8
		REVISION: 4 July 28, 2009
PREPARED BY THE ENGINEERING DEPT.		


	150 Watt HPS Luminaire	250 Watt HPS Luminaire
BURNING POSITION	Horizontal	Horizontal
INITIAL LUMENS	16,000	30,000
MEAN LUMENS	14,400	27,000
RATED LIFE	24,000 hours	24,000 hours
ARC TUBE VOLTAGE	55 Volts	100 Volts
BALLAST (Type)	HPF reactor	Autoregulator
BALLAST (Volts)	120 + 5%	120 + 10%
LIGHT TYPE	IES II	IES IV

5.0 DESIGN AND CONSTRUCTION

5.1 Luminaire Housing

- 5.1.1 Luminaire housings, both upper and lower (lens holder), shall be made of precision die-cast aluminum with weather-resistant baked-on enamel finish applied by an electrostatic process.
- 5.1.2 The upper housing shall include a slip-fitter capable of accepting 1/4 inch to 2 inch IPS pipe without the need for a separate attachment or for rearrangement of mounting parts. The slip-fitter shall be provided with an approved stop or method to prevent contact of the pipe with electrical components inside the luminaire.
- 5.1.3 The upper and lower housings shall be joined by means of hinging and latching. Hinging shall incorporate a safety device to prevent accidental disengagement of the lower housing. Latching and unlatching shall be designed for ease of operation without the need for tools. The lens holder shall automatically align to the upper housing.
- 5.1.4 The ballast assembly module shall be connected to the upper housing by means of hinges and an interlock device. Hinging shall have provisions to prevent accidental disengagement from upper housing. The locking device shall be stainless steel.
- 5.1.5 The upper housing shall have a receptacle for connecting the twist-lock photo-electric control unit.
- 5.1.6 The design shall provide for an effective method of preventing bird entrance to the luminaire.

EFFECTIVE DATE: 8/17/09	ISSUED: 	APPROVED: 
-------------------------	---	--

	GUAM POWER AUTHORITY AGANA, GUAM	SPECIFICATION No. E-005	PAGE 4 OF 8
PREPARED BY THE ENGINEERING DEPT.			REVISION: 4 July 28, 2009

5.2 Optical Assembly

- 5.2.1 The HPS luminaire shall include an enclosed optical assembly which provides the light distribution pattern as specified in Section 4.0, Light Type. The assembly shall consist of a reflector, refractor, gasket, and filter. The optical assembly shall be sealed and filtered. Breathing shall be only through the gasket.
- 5.2.2 The reflector shall be hard, highly polished anodic surfaced aluminum secured with spring latches for easy removal and accurate and easy positioning.
- 5.2.3 The refractor shall be prismatic borosilicate glass or polycarbonate with minimum transmittance of 90% and secured with spring latches.
- 5.2.4 The gasket shall be made of high temperature polyester fiber to filter air entering the optical assembly.

5.3 Lamp Socket

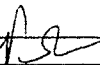

The lamp socket shall be porcelain enclosed multiple mogul-type. The lamp socket support shall be adjustable to permit changes in the light distribution pattern. The lamp socket and support shall be pre-set by the supplier to provide the light distribution pattern specified on the Purchase Order.


5.4 Lamp

- 5.4.1 The lamps shall be a 150 or 250 watt, 120V mogul base High Pressure Sodium vapor lamp as specified on the GPA Purchase Order.
- 5.4.2 The lamp shall come equipped with a scratch pad feature for tracking the installation date, removal date, and shall be marked with the purchase order number.

5.5 Ballast Assembly

- 5.5.1 The HPS luminaire shall include the ballast assembly module which may be attached to or detached from the upper housing with a screwdriver.
- 5.5.2 The ballast assembly shall be removable and replaceable by use of quick disconnect plugs.
- 5.5.3 Ballasts shall be pre-wired at the factory for 120-Volt AC operation, suitable for high ambient temperature and with a high power factor of 90%+.

EFFECTIVE DATE: 5/17/09	ISSUED: 	APPROVED: 
-------------------------	---	---

 GUAM POWER AUTHORITY AGANA, GUAM	SPECIFICATION No. E-005	PAGE 5 OF 8
		REVISION: 4 July 28, 2009
PREPARED BY THE ENGINEERING DEPT.		

5.6 Photoelectric Control

5.6.1 The receptacle connection for the twist lock external photoelectric control unit shall include rigid weatherproof electrical and mechanical connections.

5.6.2 The external photoelectric control shall be an EEL-NEMA standard three-terminal, polarized, twist lock type.

5.6.3 The photoelectric control shall come equipped with a scratch pad feature for tracking installation date, removal date, and shall be marked with the purchase order number.

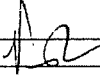
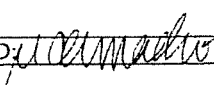
5.7 Terminal Strip


The terminal strip attached to the upper housing shall be connected so that the incoming conductors will not be in contact with the ballast assembly when the luminaire is in operation.

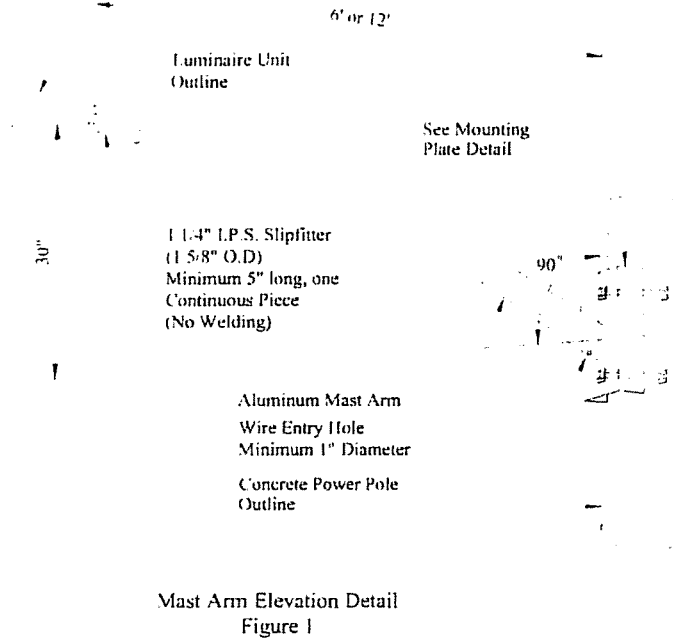
5.8 Mast Arm and Hardware

5.8.1 All hardware used shall be corrosion resistant.

5.8.2 The mast arm shall be a tapered oval type design using an aluminum extrusion "tongue and groove" locking system to maximize strength. The arm shall be designed to exceed the ANSI C136.13 standard specification for metal brackets for poles used in roadway lighting. (See Figure 1)


EFFECTIVE DATE: 8/17/05	ISSUED: 	APPROVED: 
-------------------------	---	---

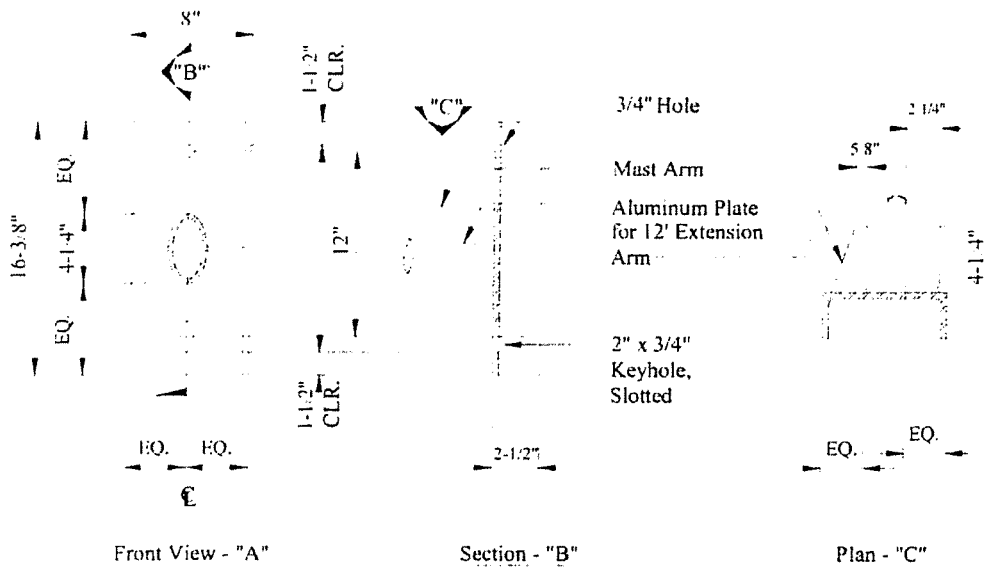
 <p>GUAM POWER AUTHORITY AGANA, GUAM</p> <p>PREPARED BY THE ENGINEERING DEPT.</p>	<p>SPECIFICATION No. E-005</p>	<p>PAGE 6 OF 8</p> <p>REVISION: 4 July 28, 2009</p>
--	--------------------------------	---



5.8.3 The mounting bracket shall be aluminum extrusion providing for maximum surface contact with the pole to increase vertical and horizontal stability. The plate shall have one 2" keyhole and one 3/4" hole for 5/8" machine bolts. (See Figure 2).

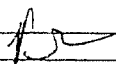

EFFECTIVE DATE: 8/17/09	ISSUED: <i>AS</i>	APPROVED: <i>M. M. M.</i>
-------------------------	-------------------	---------------------------


 <p>GUAM POWER AUTHORITY AGANA, GUAM</p>	<p>SPECIFICATION No. E-005</p>	<p>PAGE 7 OF 8 REVISION: 4 July 28, 2009</p>
<p>PREPARED BY THE ENGINEERING DEPT.</p>		



Mounting Plate Detail
Figure 2

- 5.8.4 The mast arm shall be made of three 6063-T6 aluminum alloy extrusion. The mounting plate shall be made of one 6063-T6 aluminum extrusion. The finish shall be a natural aluminum finish.
- 5.8.5 The wire entry hole location shall be through the bottom of the arm two inches from the pole mounting plate. The edges of the hole must be rounded to protect the wire from damage.
- 5.8.6 All weld connections shall be full penetration.

EFFECTIVE DATE: 8/17/05	ISSUED: 	APPROVED: 
-------------------------	---	---

 GUAM POWER AUTHORITY AGANA, GUAM	SPECIFICATION No. E-005	PAGE 8 OF 8 REVISION: 4 July 28, 2009
PREPARED BY THE ENGINEERING DEPT.		

5.9 Nameplate

The manufacturer shall furnish with each luminaire a nameplate attached to and inside of the upper housing. The nameplate shall include the following data:

- a. Manufacturer's name
- b. Catalog number
- c. Lamp type and ANSI code
- d. Wattage
- e. Voltage
- f. Starting and running current
- g. Complete connection diagram

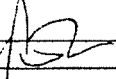

6.0 QUALITY CONTROL

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.

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.

7.0 PACKING AND SHIPPING

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

EFFECTIVE DATE: 5/17/09	ISSUED: 	APPROVED: 
-------------------------	---	---



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Edward J.B. Calvo
Governor

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

Raymond S. Tenorio
Lieutenant Governor

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 _____ 2017.

(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.
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

**ATURIDAT ILEKTRESEDAT GUAHAN
P O BOX 2977, AGANA, GUAM 96932-2977**

SPECIAL PROVISION FOR MAJOR SHAREHOLDERS 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:

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

- 1. If the affidavit is a copy, indicate the 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.**

MAJOR SHAREHOLDERS OF DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)

HAGATNA, GUAM)

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

1. That the person who have held more than ten percent (10%) of the company's shares during the past twelve (12) months are as follows:

<u>Name</u>	<u>Address</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total number of shares		_____

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

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

Further, affiant sayeth naught.

Date: _____

Signature of individual if bidder/offeror is a sole Proprietorship; Partner, if the bidder/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 Commision 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 _____, 2017.

)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 _____, 2017.

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

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT
(Proposer)

TERRITORY OF GUAM)
HAGATNA, GUAM)

SS:

_____, being first duly sworn, deposes and says:

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

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

SUBSCRIBED AND SWORN to before me this ____day of _____, 2017.

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 _____, 2017.

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



GUAM POWER AUTHORITY
ATURIDAT ILEKTRESEDAT GUAHAN
P O BOX 2977, AGANA, GUAM 96932-2977

SPECIAL PROVISIONS

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

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

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

Signature of Bidder Date

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

Subscribed and sworn before me this _____ day of _____, 2017.

Notary Public



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O. BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Edward J.B. Calvo
Governor

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

Raymond S. Tenorio
Lieutenant Governor

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 bonafide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, suing workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory for the Pacific Islands; or
- () (b) A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured; or
- () (c) A business that has a bonafide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or One Hundred Fifty Thousand Dollars (\$150,000.0) whichever is less, of supplies and items of a similar nature to those being sought; or
- () *(d) A service actually in business, doing a substantial business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or national of the Unites 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.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (SGCA, 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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 (SGCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 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 bid or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.

- [X] 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.
- [X] 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.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 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.**
- [X] 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.
- [] 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 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, least twenty-four (24) hours before delivery of any item under this solicitation.
- [X] 26. **BILL OF SALE:** Successful supplier shall render Bill 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 indicating 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, sex, 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.
- [] 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.
- [] 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 received 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 one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (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.

EXHIBIT 9



BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

IN THE MATTER OF:)	GPA DOCKET 16-01
)	
)	
TARIFF FOR LED STREETLIGHTS)	ORDER
)	
<hr style="width: 100%;"/>)	

INTRODUCTION

This matter came before the Guam Public Utilities Commission (the “PUC”) pursuant to the PUC’s September 24, 2013 FY13 Rate Decision for Guam Power Authority (“GPA”) and GPA’s February 3, 2016 Petition to establish a tariff on LED Street Lighting.

DETERMINATIONS

In the PUC’s FY13 Rate Decision, the PUC ordered GPA to submit with the PUC a filing regarding “LED Street Lighting, which will include rates to be charged for LED street lights, and a position statement on the development of cost-based maintenance-only charges for LED street lights that are purchased directly by the customer or separately financed by the customer through GPA.”¹

On November 12, 2015, the PUC issued a reminder to GPA, indicating that GPA had not prepared a proposed tariff on LED Street Lighting, and that it must do so by December 30, 2015. On December 30, 2015, GPA requested an extension to file its proposed tariff, which the PUC granted. On February 3, 2016, GPA submitted its proposed tariff for LEDs for private outdoor lighting and street lighting, in the form of

¹ FY13 Rate Decision, GPA Docket 11-09, p. 9 (Sept. 24, 2013).

amendments to rate schedules “F” and “H.” In accordance with the Ratepayers Bill of Rights, on October 18, 19, and 20, 2016, public hearings were held in the villages of Hagåtña, Asan, and Dededo, to receive testimony related to GPA’s proposed tariff.

On October 26, 2016, the Administrative Law Judge of the PUC, Joephet R. Alcantara (the “ALJ”) filed a report regarding review of the subject Petition, which included his findings and recommendations based on the administrative record before the PUC. The ALJ made the following findings.

A. GPA’s February 3, 2016 Petition

In its February 3, 2016 Petition, GPA proposed amendments to rate Schedules “F” and “H.” Specifically, GPA proposed to add to these schedules, rates for Light-Emitting Diode (“LED”) street lamps. GPA’s current streetlight rates indicated on Schedules “F” and “H” are “comprised on an energy charge, a fixture charge, and fuel recovery charge among other applicable surcharges which utilizes the established energy consumption of an HPS light.”² GPA requested that the following LED items be added to Schedule F, Street Lighting, and Schedule H, Private Outdoor Lighting.

<u>Lamp Type</u>	<u>Wattage</u>	<u>kWh per month</u>	<u>Amount per lamp per month</u>
Light Emitting Diode (LED 250)	120	43.2	\$26.15
Light Emitting Diode (LED 150)	67	24.1	\$19.10

² Resolution No. 2016-03, issued by the Consolidated Commission on Utilities (“CCU”), p. 1 (Jan. 26, 2016).

However, “[t]he energy consumption of an LED light is significantly lower than that of a HPS light which is a 24 kWh for LED vs 67 kWh for HPS per month for 150 W equivalent lights and 43 kWh vs 108 kWh per month for 250 W equivalent lights.”³ Accordingly, the rates for the LED lamps reflected this reduction in energy consumption.

<u>Lamp Type</u>	<u>Wattage</u>	<u>kWh per month</u>	<u>Amount per lamp per month</u>
High Pressure Sodium	250	101	\$26.15
High Pressure Sodium	150	54	\$19.10
Light Emitting Diode (LED 250)	120	43.2	\$26.15
Light Emitting Diode (LED 150)	67	24.1	\$19.10

Furthermore, based on GPA’s Rate Study, GPA submitted that the cost of installation is \$973 for an LED 250 lamp, and \$953 for an LED 150 lamp; and that the annual cost of maintenance is \$72 for an LED 250 lamp, and \$68 for an LED 150 lamp. Based on these costs, GPA further submitted that the LED streetlights require an annual revenue requirement of \$225.13 for an LED 250 lamp, and \$194.44 for an LED 150 lamp. Based on the calculations prepared by GPA, the proposed rates would result in the following monthly revenues: \$35.34 for an LED 250 lamp; and \$24.23 for an LED 150 lamp, enough to cover the revenue requirements. Any additional revenue will be used “to fund the change out program”⁴

³ *Id.*

⁴ *Id.* at 2.

In addition, the proposed rates would also result in a savings for customers who currently pay the rates for the High Pressure Sodium (“HPS”) streetlamps. The monthly revenue for HPS streetlights are as following: \$47.63 for an HPS 250 lamp; and \$30.59 for an HPS 150 lamp. Accordingly, it appeared that the proposed rates satisfy the revenue requirements, as well as result in a savings for the customers who currently pay the rates for the HPS lamps.

B. Public Hearings

At the October 18, 2016 public hearing in Hagåtña, GPA General Manager John Benavente gave a brief presentation concerning its LED streetlight program. The following are highlights from the presentation.

As indicated in its Petition, GPA proposed a \$26.15 fixture charge for an LED 250 lamp; and a \$19.10 fixture charge for an LED 150 lamp. The energy and fuel recovery charge is identical to the charges for the high pressure sodium lamps. However, GPA also proposed changes to energy usage to reflect the reduced energy consumption of LED lamps. Accordingly, the proposed KWHR is reduced by more than fifty-percent for less wattage. In the case of an LED 250 lamp, GPA set the KWHR per month at 43.2, and 24.1 for an LED 150 lamp. According to GPA, this results in a reduction of between 19% to almost 25%, depending on the LED lamp.

At present, LED lamps are much more affordable than they were two (2) years ago, which allows GPA to internally fund the LED replacement program. Additionally, GPA submitted that its annual maintenance cost for the LED lights should drop about 80%, resulting in a savings of \$400,000 per year.

Around 5,675 streetlights have been replaced with LED lamps. GPA estimated that it will cost about \$5 million to replace the remaining streetlights, and that such replacement should be completed within the next two (2) years.

At the Dededo and Asan public hearings, there were a few members of the public who attended, and who mainly had questions regarding the LED replacement program, as well as any effect it had on their bills. Representatives from GPA were present and answered these questions.

C. Conclusion and Recommendation

Based on the costs calculated by GPA, the LED streetlights require an annual revenue requirement of \$225.13 for an LED 250 lamp, and \$194.44 for an LED 150 lamp. Based on the calculations prepared by GPA, the proposed rates would result in the following monthly revenues: \$35.34 for an LED 250 lamp; and \$24.23 for an LED 150 lamp, which satisfy the monthly revenue requirement. Accordingly, approval of the LED tariff would allow GPA to meet its operating expenses with regard to its LED replacement program. In addition, the proposed rates would also result in a savings for customers who currently pay the rates for the HPS streetlights. Compared to the HPS rates, a customer could expect to save 57.8 KWHR per month for an LED 250 lamp, or 29.9 KWHR per month for an LED 150 lamp. Based on the study prepared by GPA, the proposed rates indicated in its Petition appeared just and reasonable.

Moreover, research indicates that upgrading to LED lamps can reduce energy usage by up to eighty percent (80%).⁵ Research also indicates that LEDs provide superior lighting inasmuch as they produce more light output per unit of energy than other forms of lighting.⁶ They also typically have longer lives, lasting between twelve (12) to twenty-three (23) years.⁷ Further, LEDs provide these additional advantages: provide even light distribution, resulting in fewer hotspots and dark areas, and therefore improve driver safety; provide instant illumination with no warm-up time, and can better withstand physical shocks that would normally shatter conventional lamps; last for decades; offer silent operation with no humming; and have no ultraviolet or infrared radiation, to list a few.⁸

Therefore, based on the record before the Commission, the ALJ recommended that the PUC approve the LED Streetlight Tariff rates, as proposed by GPA, and therefore approve the proposed amendments to GPA's Schedules "F" and "H."

The Commission hereby adopts the findings contained in the October 26, 2016 ALJ Report and, therefore, issues the following:

//

//

⁵ Tim Stearns, "A Guide to Municipal Street Lighting Upgrades," <http://www.energysmart.org/Media/Documents/Publications/Street%20Lighting%20Guide%20FINAL.pdf>, p. 1 (last accessed Oct. 25, 2016).

⁶ *Id.* at 2.

⁷ *Id.* at 2.

⁸ *Id.* at 3.

ORDERING PROVISIONS

After careful review and consideration of the above determinations, the October 26, 2016 ALJ Report, and the record herein, for good cause shown, on motion duly made, seconded and carried by the undersigned Commissioners, the Guam Public Utilities Commission hereby ORDERS the following:

1. That GPA's February 3, 2016 Petition to establish an LED Streetlight Tariff is GRANTED.

2. That GPA is therefore authorized to assess the new LED Streetlight Tariff rates, as indicated in the proposed amendments to Schedule F and Schedule H, filed with the PUC on February 3, 2016, effective November 1, 2016.

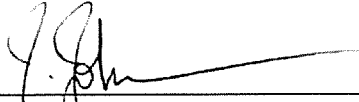
3. That GPA is ordered to pay the Commission's regulatory fees and expenses, including, without limitation, consulting and counsel fees and the fees and expenses associated with the instant proceeding. Assessment of the PUC's regulatory fees and expenses is authorized pursuant to 12 G.C.A. §§ 12002(b), 12024(b) (renumbered as 12 G.C.A. §§ 12103(b) and 12125(b)), and Rule 40 of the Rules of Practice and Procedure before the Public Utilities Commission.

//


//

//

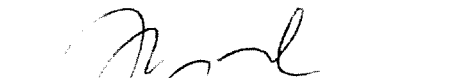
SO ORDERED this 27th day of October, 2016.



JEFFREY C. JOHNSON
Chairman




ROWENA E. PEREZ
Commissioner

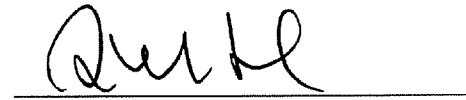


JOSEPH M. MCDONALD
Commissioner

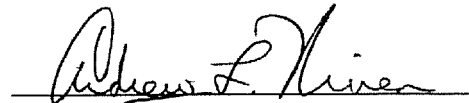
FILOMENA M. CANTORIA
Commissioner



MICHAEL A. PANGELINAN
Commissioner



PETER MONTINOLA
Commissioner



ANDREW L. NIVEN
Commissioner

EXHIBIT 10



CONSOLIDATED COMMISSION ON UTILITIES

Guam Power Authority • Guam Waterworks Authority
P.O. BOX 2977 • Agaña, Guam 96932

Resolution No. 2016-03

AUTHORIZING THE GUAM POWER AUTHORITY TO PETITION THE PUC FOR APPROVAL TO IMPLEMENT AN INTERIM STREETLIGHT TARIFF FOR ENERGY EFFICIENT LED STREETLIGHTS INSTALLED ON THE GPA POWER SYSTEM

WHEREAS, GPA is responsible for the installation and maintenance of streetlights installed and operated on GPA power poles along public rights-of-way; and

WHEREAS, 16,413 streetlights are installed for public use to provide illumination of the roadways, vehicles, and pedestrians at night and to safeguard and facilitate vehicular and pedestrian traffic; and

WHEREAS, GPA has implemented an LED Streetlight Replacement program which will save on operating and maintenance costs by upgrading the technology of existing streetlights from High Pressure Sodium (HPS) to LED; and

WHEREAS, the total cost of replacing streetlights including, labor, materials, and equipment is approximately \$5.5 million for 16,413 lights changed from HPS to LED; and

WHEREAS, GPA has changed out 3,495 lights in 2015 and will continue the program at a rate of approximately 5,000 per year; and

WHEREAS, the current Rate Schedule F, for Public Streetlight and Rate Schedule H, Private Outdoor Lighting are the applicable tariffs for the streetlights; and

WHEREAS, the tariffs for streetlights are comprised of an energy charge, fixture charge, and fuel recovery charge among other applicable surcharges which utilizes the established energy consumption of an HPS light; and

WHEREAS, the energy consumption of an LED light is significantly lower than that of a HPS light which is a 24 kWh for LED vs 67 kWh for HPS per month for 150 W equivalent lights and 43 kWh vs 108 kWh per month for 250 W equivalent lights; and

WHEREAS, as the streetlight replacement program converts more lights from HPS to LED, the savings in energy and fuel should be realized by the customer; and

WHEREAS, the customer may elect to install additional streetlights or reduce expenses with the savings; and

32 **WHEREAS**, the fixture charge shall remain the same in the interim to provide additional capital
33 to fund the change out program and until a cost of service study can be conducted once the project is
34 completed; and

35 **WHEREAS**, GPA is seeking approval from the Consolidated Commission on Utilities to petition
36 the PUC for approval to implement an interim streetlight tariff as provided in Exhibit A to apply to LED
37 Streetlights installed on the GPA system; and

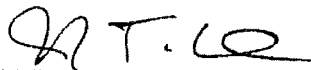
38
39 **NOW, THEREFORE, BE IT RESOLVED**, by the Consolidated Commission on Utilities subject to the
40 review and approval of the Public Utilities Commission as follows:

- 41
- 42 1. GPA's request to establish interim streetlight tariffs to apply to LED streetlights installed
43 on the GPA system is reasonable, prudent, and necessary to save ratepayer costs and
44 improve operations and maintenance of the GPA Transmission & Distribution system.
 - 45
 - 46 2. The General Manager of the Guam Power Authority is authorized to implement the
47 interim streetlight tariffs as provided in Exhibit A.

48
49 **RESOLVED**, that the Chairman certifies and the Secretary attests the adoption of this Resolution.

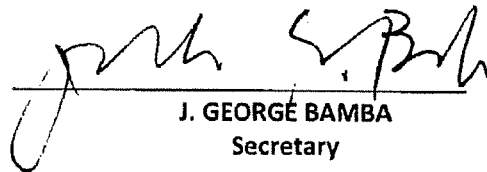
50
51 **DULY and REGULARLY ADOPTED** this 26th day of January, 2016.

52
53 **Certified by:**

54
55 

56
57 _____
58 JOSEPH T. DUENAS
59 Chairman

60 **Attested by:**



 J. GEORGE BAMBA
 Secretary

Issued March 21, 1984
Revised ~~October 01, 2015~~ March 01, 2016
Effective with meters read
on and after ~~October 01, 2015~~ March 01, 2016

Rate Schedule "H"

Rules:

Service supplied under this rate shall be subject to the Service Rules of the Authority.

Riders:

Charges in addition to the above are applicable under certain conditions more specifically set forth and incorporated herein.

Schedule A - Accommodation Service Charges
Schedule B - Service Establishment Charges
Schedule C - Net Metering

Issued March 21, 1984
Revised ~~October 01, 2015~~ March 01, 2016
Effective with meters read
on and after ~~October 01, 2015~~ March 01, 2016

Rate Schedule "H"

SCHEDULE "H" (Continued)

Terms and Conditions:

1. Determination of Energy:

Standard service will be unmetered dusk to dawn service. The kilowatt-hours shall be the average kWh use per month by lamp type.

2. Standard Equipment Furnished:

Bracket or mast arm construction will be furnished and attached to existing wooden poles and secondary voltage.

3. Other Than Standard Equipment:

Where the customer requests the installation of other than the standard equipment be furnished by the Authority, including underground, and such requested equipment is acceptable to the Authority, the Authority will install the requested equipment provided the customer agrees to make a contribution of the estimated difference in cost installed between such equipment and standard equipment.

Contributions made for this purpose will not be refunded. Where the customer requests fixtures to be installed on electroliers or other ornamental standards that are acceptable to the Authority, in lieu of making the contribution, the customer may elect to pay added facilities charge of 2% per month of the added investment required for such facilities. Facilities installed in connection with such agreements become and remain the sole property of the utility.

4. Replacement Cost:

Where the customer requests an existing street lighting fixture or electrolier be replaced with another type within 60 months from the date of the original installation of the equipment to be replaced, the customer shall make contribution to the estimated cost of the new equipment installed plus the cost of the removal of the existing equipment.

61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84

SECRETARY'S CERTIFICATE

I, J. George Bamba, Secretary for the Consolidated Commission on Utilities do hereby certify that the foregoing is a full, true, and correct copy of the resolution duly adopted at a regular meeting of the members of Guam's Consolidated Commission on Utilities, duly and legally held at the meeting place thereof on January 26, 2016, at which meeting of all said members had due notice and at which at least s majority thereof were present, and

At said meeting said resolution was adopted by the following vote:
Ayes: 4
Nays: 0
Absent: 1
Abstain: 0

Said original resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

SO CERTIFIED this 26th day of January 2016.



J. George Bamba
J. George Bamba
Secretary
Consolidated Commission on Utilities

Issued March 21, 1984
Revised ~~October 01, 2015~~ March 01, 2016
Effective with meters read
on and after ~~October 01, 2015~~ March 01, 2016

Rate Schedule "H"

GUAM POWER AUTHORITY

SCHEDULE "H"

Private Outdoor Lighting

Availability:

Applicable to private outdoor lighting service where the Authority owns, maintains and operates such facilities.

Rate:

Energy Charge:

All kilowatt-hours per month - per kWh \$0.10784

FIXTURE CHARGE: (To be added to the Energy Charge)

<u>Lamp Type</u>	<u>Wattage</u>	<u>kWh per month</u>	<u>Amount per lamp per month</u>
High-Intensity Discharge	400	163	\$29.50
High Pressure Sodium (Lucalox)	250	101	\$26.15
High Pressure Sodium (HPS)	150	54	\$19.10
Light Emitting Diode (LED 250)	120	43.2	\$26.15
Light Emitting Diode (LED 150)	67	24.1	\$19.10

Fuel Recovery Charge:

The Fuel Recovery Charge, as specified in Schedule "Z", will be added to each bill for service based on the above kWh.

Insurance Charge:

An insurance charge of \$0.00290 per kWh shall be billed monthly unless suspended by the Authority when Commission insurance reserve criteria have been met. The Authority may reinstate the insurance charge when Commission reinstatement criteria have been met. The insurance charge will be suspended or reinstated in conjunction with the Navy insurance charge.

Working Capital Fund Surcharge:

A Working Capital Fund (WCF) Surcharge of was established by the Public Utilities Commission (PUC) on June 20, 2011. The surcharge allows adjustments every six months to enable the Authority to recover increases or decreases in the Working Capital Fund Requirement caused by the increasing or decreasing price of fuel. GPA will petition the PUC in conjunction with its Levelized Energy Adjustment Clause filings every June 15 and December 15 for the increase or decrease required to ensure the Authority is able to meet this funding requirement.

Issued March 21, 1984
Revised ~~October 01, 2015~~ March 01, 2016
Effective with meters read
on and after ~~October 01, 2015~~ March 01, 2016

Rate Schedule "F"

SCHEDULE "F" (Continued)

Terms and Conditions:

1. Determination of Energy:

Standard service will be unmetered dusk to dawn service.
The kilowatt-hours shall be the average kWh use per month by lamp type.

2. Standard Equipment Furnished:

Bracket or mast arm construction will be furnished and attached to existing wooden poles and secondary voltage.

3. Other Than Standard Equipment:

Where the customer requests the installation of other than the standard equipment be furnished by the Authority, including underground, and such requested equipment is acceptable to the Authority, the Authority will install the requested equipment provided the customer agrees to make a contribution of the estimated difference in cost installed between such equipment and standard equipment.

Contributions made for this purpose will not be refunded. Where the customer requests fixtures to be installed on electroliers or other ornamental standards that are acceptable to the Authority, in lieu of making the contribution, the customer may elect to pay added facilities charge of 2% per month of the added investment required for such facilities. Facilities installed in connection with such agreements become and remain the sole property of the utility.

4. Replacement Cost:

Where the customer requests an existing street lighting fixture or electrolier be replaced with another type within 60 months from the date of the original installation of the equipment to be replaced, the customer shall make contribution to the estimated cost of the new equipment installed plus the cost of the removal of the existing equipment.

Rules:

Service supplied under this rate shall be subject to the Service Rules of the Authority.

Riders:

Charges in addition to the above are applicable under certain conditions more specifically set forth and incorporated herein.

Schedule A - Accommodation Service Charges
Schedule B - Service Establishment Charges
Schedule C - Net Metering

Issued March 21, 1984
 Revised ~~October 01, 2015~~ March 01, 2016
 Effective with meters read
 on and after ~~October 01, 2015~~ March 01, 2016

Rate Schedule "F"

GUAM POWER AUTHORITY

SCHEDULE "F"

Streetlighting

Availability:

Applicable to public outdoor lighting service where the Authority owns, maintains and operates such facilities.

Rate:

Energy Charge:

All kilowatt-hours per month - per kWh \$0.05245

FIXTURE CHARGE: (To be added to the Energy Charge)

<u>Lamp Type</u>	<u>Wattage</u>	<u>kWh per month</u>	<u>Amount per lamp per month</u>
High-Intensity Discharge	400	163	\$29.50
High Pressure Sodium (Lucalox)	250	101	\$26.15
High Pressure Sodium (HPS)	150	54	\$19.10
Light Emitting Diode (LED 250)	120	43.2	\$26.15
Light Emitting Diode (LED 150)	67	24.1	\$19.10

Fuel Recovery Charge:

The fuel adjustment cost, as specified in Schedule "Z", will be added to each bill for service based on the above kWh.

Insurance Charge:

An insurance charge of \$0.00290 per kWh shall be billed monthly unless suspended by the Authority when Commission insurance reserve criteria have been met. The Authority may reinstate the insurance charge when Commission reinstatement criteria have been met. The insurance charge will be suspended or reinstated in conjunction with the Navy insurance charge.

Working Capital Fund Surcharge:

A Working Capital Fund (WCF) Surcharge of was established by the Public Utilities Commission (PUC) on June 20, 2011. The surcharge allows adjustments every six months to enable the Authority to recover increases or decreases in the Working Capital Fund Requirement caused by the increasing or decreasing price of fuel. GPA will petition the PUC in conjunction with its Levelized Energy Adjustment Clause filings every June 15 and December 15 for the increase or decrease required to ensure the Authority is able to meet this funding requirement.