# **GUAM POWER AUTHORITY**

ATURIDÅT ILEKTRESEDÅT GUAHAN P.O.BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96932-2977

September 22, 2025

AMENDMENT NO.: VIII

TO

**INVITATION FOR MULTI-STEP NO.: GPA-015-25** 

FOR

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

Prospective Bidders are hereby notified of the following:

### CHANGES:

1. **REMOVE** Page 9 of 253 and **REPLACE** with Page 9a of 253 (see attached)

Under INVITATION FOR MULTI-STEP BID, Paragraph three has changed

#### FROM:

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

#### \* TO NOW READ:

The contract time shall be for a five (5) year base after issuance of Notice to Proceed with one each, 3-year option to extend and two each, 1-year options to extend. All BIDDERs identified after Step One of the bid process on the Qualified BIDDERs List must submit their price proposal with a bid security in the amount of \$150,000. Bid security can be made by a surety bond or cash deposit in the form of a certified check or cashier's check made payable to the Guam Power Authority.

2. **REMOVE** Page 15a of 253 and **REPLACE** with Page 15b of 253 (see attached)

Under b. STEP TWO PROCEDURE - PRICE PROPOSAL, 4) has changed

#### FROM:

4) The basis of award shall be the three-year total bid of the Annual Management Fee and O&M Budget as specified in the Bid Form.

#### \* TO NOW READ:

- 4) The basis of award shall be the five-year base period with one each 3-year option to extend and two each 1-year option to extend of the Annual Management Fee and O&M Budget as specified in the Bid Form.
- 3. **REMOVE** Page 17 of 253 and **REPLACE** with Page 17a of 253 (see attached)

Under 1.14 BASIS OF AWARD, has changed

#### FROM:

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

#### \* TO NOW READ:

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

4. **REMOVE** Page 54 of 253 and **REPLACE** with Page 54a of 253 (see attached)

Under 3.10 PMC Staffing Responsibilities; c., has changed

#### FROM:

c. Employee Performance Review

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

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

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

#### \* TO NOW READ:

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

In its sole discretion, GPA may accept the PMC's recommendation and take disciplinary actions, as it deems appropriate with said GPA employee. The PMC shall cooperate and assist GPA by providing documentation, witnesses, and evidence, as GPA may reasonably request, to support any disciplinary action.

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

- 5. **REMOVE** Page 55 of 253 and **REPLACE** with Page 55a of 253 (see attached)
  - a. Under **3.10 PMC Staffing Responsibilities**; **c.**, has changed

#### FROM:

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

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

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

#### \* TO NOW READ:

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

b. Under **3.10 PMC Staffing Responsibilities**; **d.**, has changed

#### FROM:

d. Authority to Promote and Demote Personnel

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

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

#### \* TO NOW READ:

- d. Authority to Promote and Demote Personnel
  - \* GPA shall retain all authority and responsibility for promotions and demotions, recognizing PMC recommendations, GPA system needs and Guam civil service rules and regulations.
- 6. **REMOVE** Page 58 of 253 and **REPLACE** with Page 58a of 253 (see attached)

Under 3.11 Guam Power Authority Staffing Responsibilities, b., has changed

#### FROM:

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

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

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

#### \* TO NOW READ:

- b. Select, Provide, Promote and Demote All Classified Employees
- \* GPA shall select, provide, promote and demote all classified employees for normal operation and maintenance of the plant, in accordance with Civil Service Commission policies, personnel rules and regulations, administrative orders, local and federal laws.
- 7. **REMOVE** Page 95 of 253 and **REPLACE** with Page 95a of 253 (see attached)

Under 7.5 GPA Policies and Procedures; 4) and 5), has changed

#### FROM:

- Contractor authority to make cash awards to GPA employees using Contractor funds to the extent and in amounts permitted by Guam law. Contractor shall have sole discretion making such cash awards as an incentive for superior work performance or other significant contribution by an individual GPA employee to the safe and efficient repair, operation, and maintenance of the CT Power Plants based upon employee superior performance as evaluated by Contractor;
- Contractor authority and discretion to counsel or issue written warnings to individual employees for unsatisfactory work performance and violations of work rules, conduct rules, safety procedures, or other conduct Contractor determines to be detrimental to the safe and efficient repair, operation, and maintenance of the CT Power Plants. In its sole discretion, GPA may take disciplinary action as it deems appropriate. Contractor shall cooperate and assist GPA by providing such witness and evidence as GPA may reasonably request to support any disciplinary action. Contraction may request disciplinary action but shall not have authority to initiate or direct disciplinary action against any individual GPA employee; provided, however, that GPA shall use its best efforts to proceed promptly, diligently, and thoroughly to process all request

#### \* TO NOW READ:

- \* 4) Reserved:
- \* 5) Contractor authority and discretion to recommend counsel or recommend issue written warnings to individual employees for unsatisfactory work performance and violations of work rules, conduct rules, safety procedures, or other conduct Contractor determines to be detrimental to the safe and efficient repair, operation, and maintenance of the CT Power Plants. In its sole discretion, GPA may take accept the recommendation and take disciplinary action as it deems appropriate. Contractor shall cooperate and assist GPA by providing documentation, witnesses, and evidence as GPA may reasonably request to support any disciplinary action. Contractor may request disciplinary action but shall not have authority to initiate or direct disciplinary action against any individual GPA employee; provided, however, that GPA shall use its best efforts to proceed promptly, diligently, and thoroughly to process all request
- 8. **REMOVE** Page 97 of 253 and **REPLACE** with Page 97a of 253 (see attached)

Under **SECTION 7 – PERSONNEL MANAGEMENT –UNTILIZATION FO GPA EMPLOYEES**; **7.11**, has changed

#### FROM:

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

#### \* TO NOW READ:

- 7.11 Reserved.
- 9. **REMOVE** Page 98 of 253 and **REPLACE** with Page 98a of 253 (see attached)

Under SECTION 10 - COMPENSATION FOR SERVICES; 10.1 has changed

#### FROM:

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

#### \* TO NOW READ:

- 10.1 <u>Payment</u>. GPA shall pay Contractor for costs and services rendered hereunder in Accordance with this Agreement. The payment shall be made within 30 days of being invoiced. Should Part of the invoice be challenged, GPA will at a minimum pay the unchallenged portions of the invoice
- \* under the same terms as above. The CT PMC Contract is planned to be Revenue funded by GPA.

#### **INCLUSION:**

- 1. To include additional charts required for Schedule B: Price Proposal for the CT Power Plants (see attached)
  - Page 144a.1 of 253 Schedule B: Price Proposal for CT Power Plants Dededo CT1 and CT2
  - Page 144a.2 of 253 Schedule B: Price Proposal for CT Power Plants Macheche CT
  - Page 144a.3 of 253 Schedule B: Price Proposal for CT Power Plants Yigo CT
  - Page 144a.4 of 253 Schedule B: Price Proposal for CT Power Plants Piti 7

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

JOHN M. BENAVENTE, P.E. General Manager

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## INVITATION FOR MULTI-STEP BID

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

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

\* The contract time shall be for a five (5) year base after issuance of Notice to Proceed with one each, 3-year option to extend and two each, 1-year options to extend. All BIDDERs identified after Step One of the bid process on the Qualified BIDDERs List must submit their price proposal with a bid security in the amount of \$150,000. Bid security can be made by a surety bond or cash deposit in the form of a certified check or cashier's check made payable to the Guam Power Authority.

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

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

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#### b. STEP TWO PROCEDURE – PRICE PROPOSAL

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

The proposal shall include, Annual Management Fee per Contract Year and an Annual O&M Budget. Overhaul Budget can be provided for GPA budgeting purposes only but it is NOT part of the price evaluation as stated in Section 1.18 Price Proposal Evaluation. GPA will work with the contractor to schedule overhauls for the units based on run hours and budget available. Any departures form the proposed O&M budget shall not be reimbursed by GPA; should the PMC anticipate any changes to the allocated budget, it shall advise GPA of the possible changes for review.

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

- 2) All price/cost data submitted with the BIDDERs' proposals shall remain firm and open for acceptance for a period of not less than six (6) months after the Proposal submittal date defined elsewhere and thereafter shall be subject to renewal by mutual agreement between the BIDDER and GPA. BIDDER shall state the actual date of expiration in their proposal.
- 3) BIDDERs shall provide prices/costs in U.S. Dollars. The BIDDER shall provide any equipment and material prices on the basis of CIF to the Guam job site unloaded and shall provide a breakdown of the price/cost data.
- \* 4) The basis of award shall be the five-year base period with one each 3-year option to extend and two each 1-year option to extend of the Annual Management Fee and O&M Budget as specified in the Bid Form.
  - 5) GPA reserves the right to award the contract in whole or in part based on the Evaluation Committee's determination of the most feasible method of final project delivery.
  - 6) Changes may be made to the Price Offer prior to the proposal submittal due date.

#### 1.10 BID SECURITY

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

Bid security can be provided in the following forms:

- a. Cash, Bank Draft or Certified Check made payable to the Guam Power Authority;
- By wire transfer to Guam Power Authority:
   Bank of Guam
   111 Chalan Santo Papa
   Hagatna, Guam 96910

Account # 0601-026246

Type of Account - Checking

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

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

#### \* 1.14 BASIS OF AWARD

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

#### 1.15 EVALUATION OF TECHNICAL PROPOSALS

- a. The Proposal Scoring Procedures provide the BIDDERs the opportunity to highlight their qualifications to bid in terms of their resources, skills, operating philosophy and commitments to perform specific tasks and originality.
- b. Technical Proposal Evaluation

The Technical proposal scoring is designed to assess the quality of the BIDDER's resources, skills, comprehensiveness, and responses to topical questions. Each GPA evaluator shall score each BIDDER separately under a point system to determine the acceptability of each Proposal. The majority of the determinations of GPA evaluators shall prevail in the decision to Qualify or not Qualify a BIDDER for Step 2 — Price Proposal.

- c. GPA will appoint 5-7 members to the Evaluation Committee for evaluation of this bid. Each member will evaluate the proposal and shall be guided by the Technical Scoring Information table. The "Technical Proposal Reference" allows the BIDDERs to indicate the part of the Technical Proposal or Supporting Information that responds to each checklist item. Each checklist item is assigned a weight according to importance and relevance to GPA's requirements, and each evaluator scores the BIDDER's response to each checklist item with five being the highest score, and one being the lowest.
- d. Each GPA evaluator will score BIDDER responses using the following steps:
  - Review each BIDDER's response to each question on the CONTRACTOR Checklist Items in the Technical Proposal Scoring worksheet;
  - Assign a relative score to each BIDDER's response to each question;
  - Determine each BIDDER's weighted average raw score using pre-specified weights for each question.

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

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

Acceptable: Score  $\geq 70\%$ 

Score = 70 and Score > 70% are acceptable

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

### a. Line Management Responsibility

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

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

## b. Chain of Command

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

## \* c. Employee Performance Review

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

In its sole discretion, GPA may accept the PMC's recommendation and take disciplinary actions, as it deems appropriate with said GPA employee. The PMC shall cooperate and assist GPA by providing documentation, witnesses, and evidence, as GPA may reasonably request, to support any disciplinary action.

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

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- \* of persons or if the suspension was necessary to eliminate the possibility of deliberate damage to equipment, property, or important documents.
- \* d. Authority to Promote and Demote Personnel

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

## e. Manage Scheduling of Leave Time

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

### f. Overtime

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

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

## 3.11 Guam Power Authority Staffing Responsibilities

#### a. Human Resources

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

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

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

## \* b. Select, Provide, Promote and Demote All Classified Employees

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

## c. Administer Salary, Benefits & Disciplinary Actions

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

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

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- 7.10 Contractor shall cooperate with GPA in GPA's personnel administration under Section 6.10 to the extent that Contractor has a role in the supervisory process.
  - **\*** 7.11 Reserved.

### **SECTION 8 – SUPPLY OF FUEL**

- 8.1 During the term of this agreement, GPA shall at all times supply all fuel necessary for CT Power Plants to generate the electricity for dispatch by GPA.
- 8.2 The cost of the fuel to be supplied by GPA pursuant to this Section shall be for GPA's account.
- 8.3 All fuel to be supplied by GPA shall be of the quality and supplied and delivered in the manner described in Schedule G ULSD Fuel Specifications and Arrangements.
- 8.4 All fuel shall be tested as provided in the Schedule G ULSD Fuel Specifications and Arrangements.
- 8.5 GPA shall ensure that at all times the necessary stocks of fuel are available for storage at the fuel storage tanks of the CT Power Plants.
- 8.6 The Contractor shall prepare weekly fuel schedules showing anticipated times and quantities of fuel to be utilized by CT Power Plants and GPA shall be responsible for ensuring the availability of fuel supplies, for the payment therefor and for all arrangements with the suppliers.

## SECTION 9 - DUTIES AND RESPONSIBILITIES OF GPA

- 9.1 <u>Cooperation</u>. GPA agrees to make its management and staff available to Contractor so that Contractor can provide the services required hereunder.
- 9.2 <u>Availability of Records</u>. GPA shall take all steps to ensure that documentation required by Contractor for performance of its duties is available to Contractor. GPA will promptly assist Contractor in obtaining such information as is needed by Contractor to perform the services hereunder.
- 9.3 <u>Responsibility for Transmission Lines</u>. GPA, at its own cost, will be responsible for the maintenance and repair of all the transmission lines and switchgear within the switchyard and on the

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

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

#### **SECTION 10 – COMPENSATION FOR SERVICES**

- \* 10.1 <u>Payment</u>. GPA shall pay Contractor for costs and services rendered hereunder in accordance with this Agreement. The payment shall be made within 30 days of being invoiced. Should part of the invoice be challenged, GPA will at a minimum pay the unchallenged portions of the invoice
- \* under the same terms as above. The CT PMC Contract is planned to be Revenue funded by GPA.
  - GPA to Contractor for the complete delivery of the Goods, Special Services, and for performing other services in connection therewith in accordance with the Contract Documents as amended by the parties pursuant to the Agreement. Unless expressly provided otherwise in the Contract Documents, the Contract Price is not subject to escalation in respect of materials and/or labor cost or any other factor or variation in rates of exchange, and all duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price. Charges, fees, Contractor's profit, and all other expenses shall be deemed to be included in the Contract Price. Furthermore, the Contract Price includes management fees and incentive payments. Therefore, the Contract Price is dynamic but bounded.
  - 10.3 <u>Price Adjustment Methods</u>. Any adjustment in contract price pursuant to a clause in this Contract shall be made in one or more of the following ways:
    - 1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
    - 2) by unit prices specified in the Contract or subsequently agreed upon;
    - by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;

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BIDDER:		
TOTAL BASE CONTRACT PERIOD COST	<b>\$</b>	
BASE CONTRACT PERIOD + Option Years	-	<< BASIS OF AWARD

- (1) Fill-out ANNUAL MANAGEMENT FEE for each Contract Year. This fee is inclusive of all power plants. (2) Fill out the O&M BUDGET total for each power plant, for each Contract Year.
- (3) Fill out the O&M Budget Fee Breakdown for each item shown, for each contract year, for all plants. O&M totals on page 1 shall be based on the sum of all the O&M Fee Breakdown List items on Page 2. Front-loaded fees and Escalation are not allowed.
- (4) BIDDERS not following the instructions shall have their Price Proposal rejected for non-responsiveness.

Dededo CT1 and CT2		Contract Year					
GPA Object Code	Description	Comments	1	2	3	4	5
15	Heavy_Equipment_Rental	Heavy equipment rentals such as crane, tractor, trailers					
17	Other_Rental	Other rentals such as sump pumps, vacuum cleaners, chain hose					
		Periodic borescope inspections OEM recommended quarterly; technical					
25	Technical_Fees	representative for inspection and troubleshooting.					
		Contractual services for oil waste disposal i.e. pick up, process, transport,					
26	Enviromental_Protection	dispose waste and other related enviromental clean up services.					
27	Other_Professional_Services	Annual crane re-certification					
27.1	Other_Professional_Services_FMF	Fixed Management Fee					
33	/_ /	Hydraulic repairs					
35	Other_Maintenance	Maintenance of fire alarm systems.					
43	Other_Contractual_Services	Inspection & certifications of newly installed fire alarm system					
46	Accessory_Equipment	Acessory equipment					
47	Diesel_Plant_Parts	Diesel plant parts					
48	EPA_Supplies	EPA fees and other EPA spend					
49	Conductors_Poles_&_Line_Hardware	Conductors, Poles, & lines and hardware					
55	Other_Parts	Other parts					
56	Chemicals	Chemicals					
57	Gases	Gases					
58	Lubrication	Lubrication such as oils					
62	Other_Materials	Other materials					
65	Office_Supplies	Office supplies					
66	Safety_Supplies	Safety supplies					
67	Printed_Forms	Printed forms such as log books, printed cards					
68	Copier_Supplies	Copier supplies			<u> </u>		
69	Coveralls_Uniforms	Coveralls/uniforms			<u> </u>		
70	Tools	Tools					
72	Other_Administrative_General_Supplies	Other supplies					
77	Training_&_Materials	Other supplies					
	TOTAL (should match totals under each power plant on page 1.)	TOTAL SUMS	O	0	C	0	0

BIDDER:		
TOTAL BASE CONTRACT PERIOD COST	<b>s</b> -	
BASE CONTRACT PERIOD + Option Years	\$	<< BASIS OF AWARD

- (1) Fill-out ANNUAL MANAGEMENT FEE for each Contract Year. This fee is inclusive of all power plants. (2) Fill out the O&M BUDGET total for each power plant, for each Contract Year.
- (3) Fill out the O&M Budget Fee Breakdown for each item shown, for each contract year, for all plants. O&M totals on page 1 shall be based on the sum of all the O&M Fee Breakdown List items on Page 2. Front-loaded fees and Escalation are not allowed.
- (4) BIDDERS not following the instructions shall have their Price Proposal rejected for non-responsiveness.

Macheche CT		Contract Year					
GPA Object Code	Description	Comments	1	2	3	4	5
15	Heavy_Equipment_Rental	Heavy equipment rentals such as crane, tractor, trailers					
17	Other_Rental	Other rentals such as sump pumps, vacuum cleaners, chain hose					
		Periodic borescope inspections OEM recommended quarterly; technical					
25	Technical_Fees	representative for inspection and troubleshooting.					
26	Enviromental Protection	Contractual services for oil waste disposal i.e. pick up, process, transport, dispose waste and other related environmental clean up services.					
27	Other Professional Services	Annual crane re-certification					
27.1	Other Professional Services FMF	Fixed Management Fee					
33	Power_Plant_Accessory_Equipment_Maintenance	Hydraulic repairs					
35	Other Maintenance	Maintenance of fire alarm systems.					
43	Other Contractual Services	Inspection & certifications of newly installed fire alarm system					
46	Accessory_Equipment	Acessory equipment					
47	Diesel Plant Parts	Diesel plant parts					
48	EPA_Supplies	EPA fees and other EPA spend					
49	Conductors_Poles_&_Line_Hardware	Conductors, Poles, & lines and hardware					
55	Other_Parts	Other parts					
56	Chemicals	Chemicals					
57	Gases	Gases					
58	Lubrication	Lubrication such as oils					
62	Other_Materials	Other materials					
65	Office_Supplies	Office supplies					
66	Safety_Supplies	Safety supplies					
67	Printed_Forms	Printed forms such as log books, printed cards					
68	Copier_Supplies	Copier supplies					
69	Coveralls_Uniforms	Coveralls/uniforms					
70	Tools	Tools					
72	Other_Administrative_General_Supplies	Other supplies					
77	Training_&_Materials	Other supplies					
	TOTAL (should match totals under each power plant on page 1.)	TOTAL SUMS	C	0	0	(	0

BIDDER:		
TOTAL BASE CONTRACT PERIOD COST	<b>\$</b>	
BASE CONTRACT PERIOD + Option Years	<i>s</i> -	<< BASIS OF AWARD

- (1) Fill-out ANNUAL MANAGEMENT FEE for each Contract Year. This fee is inclusive of all power plants. (2) Fill out the O&M BUDGET total for each power plant, for each Contract Year.
- (3) Fill out the O&M Budget Fee Breakdown for each item shown, for each contract year, for all plants. O&M totals on page 1 shall be based on the sum of all the O&M Fee Breakdown List items on Page 2. Front-loaded fees and Escalation are not allowed.
- (4) BIDDERS not following the instructions shall have their Price Proposal rejected for non-responsiveness.

	Yigo CT			Contract Year					
GPA Object Code	Description	Comments	1	2	3	4	5		
15	Heavy_Equipment_Rental	Heavy equipment rentals such as crane, tractor, trailers							
17	Other_Rental	Other rentals such as sump pumps, vacuum cleaners, chain hose							
		Periodic borescope inspections OEM recommended quarterly; technical							
25	Technical_Fees	representative for inspection and troubleshooting.							
26	Enviromental Protection	Contractual services for oil waste disposal i.e. pick up, process, transport, dispose waste and other related enviromental clean up services.							
27	Other Professional Services	Annual crane re-certification							
27.1	Other Professional Services FMF	Fixed Management Fee							
33	Power_Plant_Accessory_Equipment_Maintenance	Hydraulic repairs							
35	Other Maintenance	Maintenance of fire alarm systems.							
43	Other Contractual Services	Inspection & certifications of newly installed fire alarm system							
46	Accessory_Equipment	Acessory equipment							
47	Diesel Plant Parts	Diesel plant parts							
48	EPA_Supplies	EPA fees and other EPA spend							
49	Conductors_Poles_&_Line_Hardware	Conductors, Poles, & lines and hardware							
55	Other_Parts	Other parts							
56	 Chemicals	Chemicals							
57	Gases	Gases							
58	Lubrication	Lubrication such as oils							
62	Other_Materials	Other materials							
65	Office_Supplies	Office supplies							
66	Safety_Supplies	Safety supplies							
67	Printed_Forms	Printed forms such as log books, printed cards							
68	Copier_Supplies	Copier supplies							
69	Coveralls_Uniforms	Coveralls/uniforms							
70	Tools	Tools							
72	Other_Administrative_General_Supplies	Other supplies							
77	Training_&_Materials	Other supplies							
	TOTAL (should match totals under each power plant on page 1.)	TOTAL SUMS	0	0	0	0	1		

BIDDER:		
	Γ	1
TOTAL BASE CONTRACT PERIOD COST	-	
BASE CONTRACT PERIOD + Option Years	<i>s</i>	<< BASIS OF AWARD

- (1) Fill-out ANNUAL MANAGEMENT FEE for each Contract Year. This fee is inclusive of all power plants. (2) Fill out the O&M BUDGET total for each power plant, for each Contract Year.
- (3) Fill out the O&M Budget Fee Breakdown for each item shown, for each contract year, for all plants. O&M totals on page 1 shall be based on the sum of all the O&M Fee Breakdown List items on Page 2. Front-loaded fees and Escalation are not allowed.
- (4) BIDDERS not following the instructions shall have their Price Proposal rejected for non-responsiveness.

Piti 7			Contract Year					
GPA Object Code	Description	Comments	1	2	3	4	5	
15	Heavy_Equipment_Rental	Heavy equipment rentals such as crane, tractor, trailers						
17	Other_Rental	Other rentals such as sump pumps, vacuum cleaners, chain hose						
25	Technical_Fees	Periodic borescope inspections OEM recommended quarterly; technical representative for inspection and troubleshooting.						
26 27	Enviromental_Protection Other Professional Services	Contractual services for oil waste disposal i.e. pick up, process, transport, dispose waste and other related environmental clean up services.  Annual crane re-certification						
27.1 33	Other_Professional_Services_FMF Power_Plant_Accessory_Equipment_Maintenance	Fixed Management Fee Hydraulic repairs						
35	Other Maintenance	Maintenance of fire alarm systems.						
43	Other_Contractual_Services	Inspection & certifications of newly installed fire alarm system						
46	Accessory_Equipment	Acessory equipment						
47	Diesel Plant Parts	Diesel plant parts						
48	EPA_Supplies	EPA fees and other EPA spend						
49	Conductors_Poles_&_Line_Hardware	Conductors, Poles, & lines and hardware						
55	Other Parts	Other parts						
56	Chemicals	Chemicals						
57	Gases	Gases						
58	Lubrication	Lubrication such as oils						
62	Other_Materials	Other materials						
65	Office_Supplies	Office supplies						
66	Safety_Supplies	Safety supplies						
67	Printed_Forms	Printed forms such as log books, printed cards						
68	Copier_Supplies	Copier supplies						
69	Coveralls_Uniforms	Coveralls/uniforms						
70	Tools	Tools						
72	Other_Administrative_General_Supplies	Other supplies						
77	Training_&_Materials	Other supplies						
	TOTAL (should match totals under each power plant on page 1.)	TOTAL SUMS	0	0	0		0	