



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
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January 10, 2018

AMENDMENT NO.: II

TO

INVITATION FOR MULTI-STEP BID NO.: GPA-006-18

FOR

DIESEL FUEL OIL NO. 2 DELIVERY SERVICES

Prospective Bidders are hereby notified of the following changes and response to inquiries received from CTSI Logistics Guam dated November 30, 2017 and Pacific Unlimited Guam dated December 05, 2017:

CHANGES:

- Change in Table 1, Bid Milestone:

Bid Process Milestones		From	To
Bid Announcement		11/16/2017	01/12/2018
Pre-Bid Conference (Non-mandatory)		11/29/2017 (10:00 am)	
Site Visit (Non-mandatory)		11/29/2017 (1:30 pm)	
Submit Questions		11/16/2017	01/31/2018
Cut Off Date for Receipt of Questions		01/31/2018	
GPA Review and Answer Questions		11/16/2017	02/09/2018
Vendor Prepare Bids		11/16/2017	02/28/2018
Cut Off Date for Receipt of Proposals (Technical and Price Proposals)		02/28/2018 2:00 PM Guam Time	
EVALUATION Step One:	Technical Proposal (Bid) Evaluation	03/12/2018	03/16/2018
	Notify Qualified Bidders	03/26/2018	04/08/2018
Price Proposal Opening		04/16/2018 2:00 PM Guam Time	
EVALUATION Step Two:	Price Proposal Evaluation	04/19/2018	04/25/2018
Approvals		TBD	
Notice of Intent to Award		TBD	
Contract Signing		TBD	
Contract Mobilization		TBD	
Contract Commencement		TBD	

2. **Under 2.10.1.1.b. EXPERIENCE AND QUALIFICATION, Page 13 of 129**

DELETE: "Contractor shall also provide documentary evidence of conformity with the Product Quality Specifications set in Volume II Section 9 and Schedule A for the types of fuel to be supplied."

3. **Under 2.10.1.1.d. FINANCIAL INFORMATION, Page 14 of 129**

ADD a new paragraph: "Contractor shall submit Audited Financial Reports or Financial Statements (by Certified Public Accountant(s) or a qualified auditing/reviewing firm) on BIDDER'S firm for the last 3 years."

4. **Under REQUIRED FORMS AND SUPPLEMENTAL INFORMATION, Page 26 of 129**

Please note verbiage is changed

FROM: "Audited financial information on BIDDER'S firm for the last 3 years."

TO NOW READ: "Audited Financial Reports or Financial Statements (by Certified Public Accountant(s) or a qualified auditing/reviewing firm) on BIDDER'S firm for the last 3 years."

5. **Under 3.3. PRICE PROPOSAL FORM, Page 28 of 129**

Please note verbiage is changed

FROM: "BID PRICE for the optional contract years may also be provided; doing so allows GPA to the cost of the contract should it be extended."

TO NOW READ: "BID PRICE for each contract year must be provided. Failure to comply will result in disqualification."

6. **Under VOLUME II – CONTRACT, SECTION 5., TITLE, CUSTODY AND RISK OF LOSS, Page 43 of 129**

DELETE: Item b and **REPLACE** with:

b. Delivery by Tanker Truck

b.1. Tanker Truck Loading at Tristar Terminal

All risk of loss, cost and liabilities shall pass from the Tristar to CONTRACTOR when the Diesel Fuel Oil No.2 has passed the Tristar's gantry loading arm pipeline flange or coupling connecting the CONTRACTOR's tanker truck valve manifold flange or coupling.

b.2. Delivery to GPA Plants

All risk of loss, cost and liabilities shall pass from the CONTRACTOR to GPA when the Diesel Fuel Oil No.2 has passed the GPA pipeline flange at the GPA storage tanks connecting the CONTRACTOR's tanker truck delivery hose."

7. **Under SECTION 9. QUANTITY AND QUALITY ASSURANCE, Page 44 of 129**

INSERT: after 1st paragraph:

"CONTRACTOR'S tanker truck shall be equipped with calibrated meters and shall be utilized to determine the quantity of fuel received by GPA. CONTRACTOR shall have such meters re-calibrated no less than annually and CONTRACTOR shall furnish GPA a copy of the certificate of calibration. In the event of a dispute over the accuracy of the CONTRACTOR's meters, an independent third party mutually agreeable to both parties will be brought in to perform a recalibration. In the event of a miscalibration, the costs shall be borne by the CONTRACTOR. Any loss incurred by GPA as a result of miscalibration of meters shall be negotiated and returned to the AUTHORITY."

8. **Under SECTION 16. ALTERNATE SUPPLY, Page 48 of 129**

ADD a new paragraph after the last paragraph: "At the sole discretion of GPA, Contractor shall be a second contractor to other GPA plant(s) as the need arise. Contract price shall be at the Contractor's bid price for the other GPA plant(s)."

9. **STEP I – QUALITATIVE/TECHNICAL PROPOSAL SCORESHEET, Item 4 Financial Information, Pages 119 thru 121 of 129**

Please note verbiage is changed

FROM: "Latest 10-k/Annual Report plus any 10-Qs/quarterly report issued subsequently"

TO NOW READ: "Audited Financial Reports or Financial Statements (by Certified Public Accountant(s) or a qualified auditing/reviewing firm) on BIDDER'S firm for the last 3 years."

RESPONSE:

CTSI inquiry dated November 30, 2017:

QUESTION:

1. Since the loading point will be Tristar Terminal, are we going to assume that the size of the tanker-trailer, number of drivers and equipment needed will be based on the assumption that the bridge will be completely rehabilitated before the contract start up on July 2018, meaning increasing the maximum Gross Vehicle Weight from the current 20 tons to 40 tons or higher?

ANSWER:

Response shall be forthcoming.

QUESTION:

2. Since the delivery operations is 24/7, are we going to assume that Tristar will also have personnel available at the terminal to prepare all necessary delivery documents (i.e. Bill of Lading, Certificate of Analysis, etc.)?

ANSWER:

Yes. Contractor shall coordinate and schedule hauling requirements with Tristar.

QUESTION:

3. The estimated annual requirement (gallons per year) as stated in page 65 will be lifted only from Tristar Terminal, or also from other fuel suppliers (i.e. IP&E, Mobil, etc.)?

ANSWER:

The estimated annual requirement (gallons per year) as stated in page 65 will be lifted from Tristar and/or GPA Terminal. Lifting from other terminals will be subject to the agreement of all concerned parties.

QUESTION:

4. Who will be responsible in loading the tanker-trailer? Would it be Tristar Terminal Operator or the Hauler's Driver? In case the Hauler will be responsible in loading process, we assume that Tristar will be conducting training prior to the contract start up?

ANSWER:

See Amendment II to Section 5 (TITLE, CUSTODY AND RISK OF LOSS) for the determination of responsibility during loading to the tanker trailer.

Product loading shall be in accordance with Tristar's standard operating procedure (SOP). GPA will facilitate meetings between Tristar and Contractor for training on terminal truck loading gantry operation and safety procedure prior to contract start up.

QUESTION:

5. Who will determine which GPA plant sites will require fuel delivery or fuel inventory replenishment?

ANSWER:

Please refer to Section 4 (Diesel Fuel Oil Delivery). Contractor shall contact the GPA plants and Tristar for daily delivery requirements.

GPA will schedule meeting between Contractor and the Point of Contacts (POC) for Tristar and the GPA plant sites prior to commencement of the contract.

QUESTION:

6. Will GPA move the contract commencement date (July 2018) in case the ordering lead-time to procure any new equipment will be longer from the date in which the Hauler will receive the 'Notice of Intent to Award' or 'Contract Signing'?

ANSWER:

The contract shall commence on a date later than July 2018. See changes to the bid milestones in Amendment II.

QUESTION:

7. Section 7 and Section 8 (page 43)- we suggest that any issues related to product quality and specification should be the responsibility of the Fuel Supplier. The Hauler's responsibility is to load, secure and transport the product to the receiving plant.

ANSWER:

Please see Amendment II to Section 5 (TITLE, CUSTODY AND RISK OF LOSS) for determination of responsibility for product quality.

QUESTION:

8. Section 10 - CONTRACTOR responsibility on quantity shortfall should not be based on the 0.25% tolerance since the tanker-trailer compartments are fully sealed and GPA personnel can witness that the compartment is empty by checking the discharge line sight glass. CONTRACTOR will assume

responsibility of any quantity shortfall in case of spill at the loading rack (before it passes the CONTRACTOR loading coupler) and receiving tank (before it passes GPA pipeline flange).

ANSWER:

No change. In the event of dispute over the quantity, GPA may require Terminal to re-calibrate its loading rack meter and the Contractor's tanker truck meter.

Pacific Unlimited Guam inquiry dated December 05, 2017:

QUESTION:

1. Please clarify the term of the contract. Page 1 states the contract shall be for five years with three-year extension options. Is the initial term 5 years with three 1 year extension options or one three-year extension option?
 - a. Section 1.2.1 references 5 years but does not mention any extension options.
 - b. Section 2.13 references 5 years but does not mention any extension options.
 - c. Section 3.3 mentions Price offers for optional contract years, please clarify the number of base years and option years associated with the award.
 - d. Section 4.3 references 5 years but does not mention any extension options.
 - e. Volume II, Section 2 of the Contract references 5 years but does not mention any extension options.

ANSWER:

The contract will be for 5 years without extension options. Amendment 1 deletes the extension options in VOLUME I, Section 1. INTRODUCTION, and Section 3.3. (PRICE PROPOSAL FORM).

QUESTION:

2. Page 8, Section d says the contractor shall provide documentation that illustrates its financial position and capability.
 - f. What specific documents are required?

ANSWER:

Audited Financial Reports or Financial Statements (by Certified Public Accountant(s) or a qualified auditing/reviewing firm) on BIDDER'S firm for the last 3 years.

QUESTION:

3. Section 2.10.1.3, Section 3, and Appendix A-2 address Required Forms and/or Supplemental Information. These sections vary in their requirement. Which one do we follow?
 - a. Section 3 is the only one of the three sections that list audited financial statements for the last 3 years as requirement. In IFB GPA-007-17 a similar requirement existed and was subsequently amended on Amendment No. IV to read "Audited Financial Reports or Financial Statements (by Certified Public Accountant(s) or a qualified auditing/reviewing firm) on BIDDER'S firm for the last 3 years." Can Section 3 be amended as such to be consistent with prior IFBs?

ANSWER:

Amendment 1 changes Section 3 requirement to read "Audited Financial Reports or Financial Statements (by Certified Public Accountant(s) or a qualified auditing/reviewing firm) on BIDDER'S firm for the last 3 years."

QUESTION:

4. Schedule B List Plant Location 2, Tenjo Vista, and its annual diesel fuel requirement. It is our understanding that this plant's fuel delivery is being provided by pipeline service. Will GPA require the contractor to deliver to this plant via tanker truck delivery service or will it continue to be serviced by

pipeline delivery? In the event that it will remain as pipeline delivery should the contractor remove this volume from the delivery requirement?

ANSWER:

Delivery by Tanker truck to plants currently serviced by pipeline transfer shall be considered in the event that the pipeline is unavailable.

QUESTION:

5. Schedule B list the Estimated Annual Volume but does not list daily requirements. Can GPA provide the current daily delivery volume for each site requiring tanker delivery service?

ANSWER:

Daily delivery volumes for each site cannot be established since it varies depending on how the plants are being dispatched.

QUESTION:

6. Schedule C list the maximum daily consumption per plant.
- a. Tenjo Vista is included on Schedule C. It is our understanding that Tenjo Vista diesel is delivery by pipeline. It is our understanding that this Plant's fuel is being delivered by pipeline service. Will GPA require the contractor to deliver to this plant via tanker truck delivery service or will it continue to be serviced by pipeline delivery? In the event that it will remain as pipeline delivery should the contractor remove this volume from the delivery service requirement?

ANSWER:

Delivery by Tanker truck to Tenjo Vista will be required in the event that the pipeline is unavailable.

QUESTION:

- b. IFB GPA-057-17 Contract Section 12, which was subsequently cancelled, required that the contractor "Guarantee" uninterrupted delivery of diesel fuel at the maximum daily consumption at each plant location listed in Schedule C. The volume differential between Schedule B and Schedule C is material and would require substantially more equipment to meet GPA's delivery requirement. Does GPA require the delivery contractor to provide the equipment and manpower necessary to meet the maximum daily consumption volumes?

ANSWER:

Yes.

QUESTION:

- i. Does GPA expect the delivery contractor to provide pricing based on this requirement?

ANSWER:

Yes.

QUESTION:

7. SCHEDULE B: ESTIMATED ANNUAL DIESEL FUEL OIL NO.2 REQUIREMENTS combines two Plant location's volume for some locations, i.e. "Yigo CT & Aggreko". Please provide annual consumption for each plant individually.

ANSWER:

The annual consumption is as follows:

STATISTICAL SUMMARY - DIESEL (gallons)													
YEAR	BASELOAD PLANTS				FAST TRACK PLANTS			NORTHERN PLANTS				TEMES	TOTAL (gals)
	Cab #1	Cab #2	MEC #8	MEC #9	Tenjo Vista	Manengon	Talofoto	Dededo CT	Macheche	Yigo	Aggreko		
FY 2016	24,108	36,792	2,352	2,142	3,474,408	791,154	731,304	0	4,712,568	4,242,462	12,830,496	10,636,836	37,484,622
FY 2017	76,272	42,252	840	840	3,328,458	151,452	1,322,244	1,692,096	5,065,074	3,631,278	13,183,296	4,954,866	33,448,968

QUESTION:

8. Please provide the size of flange connection the contractor will be required to connect to at all plants.

ANSWER:

Contractor should request for a site visit to determine the size of the flange connection and configuration at the respective plant receiving facilities.

QUESTION:

9. Will GPA utilize their existing pumps at each location if operational? If so, please provide the pump flow rate in gallons per minute.

ANSWER:

Contractor may utilize GPA pumps, if available. Contractor should request for a site visit to determine the pump configuration at the respective plant receiving facilities.

QUESTION:

- a. Please confirm that the plant's pumps have bypass valves at each location in the event the plant pump fails and we are required to use the contractor provided pumps. We are concerned with the time it may take to delivery fuel if we are to utilize contractor provided pumps and there are no unrestricted valves that bypass the plant pump.

ANSWER:

Contractor should request for a site visit to determine the pipeline and valve configuration at the respective plant receiving facilities.

QUESTION:

10. How will delivery gallons be metered? Utilizing GPA meters or contractor meters? Truck mounted PTO Pump Meters reduce flow rate drastically increasing delivery drop times. What are flow rates for all plant meters?

ANSWER:

CONTRACTOR'S tanker truck shall be equipped with calibrated meters and shall be utilized to determine the quantity of fuel received by GPA.

QUESTION:

11. Section 2.10.1.1, Section B states, "Contractor shall also provide documentary evidence of conformity with the Product Quality Specifications set in Volume II Section9 and Schedule A for the types of fuel to be supplied". Section 7 and 8 also discuss product and quality. The fuel is being supplied by someone other than the contactor what is the purpose of these sections?

ANSWER:

"Contractor shall also provide documentary evidence of conformity with the Product Quality Specifications set in Volume II Section 9 and Schedule A for the types of fuel to be supplied" is deleted in Amendment II.

QUESTION:

12. Section 9, Item a, refers to Contractor's Storage Tank and Loading Rack, The IFB is for fuel delivery services what is the purpose of this section?

ANSWER:

Contractors may utilize its own Storage Tank and Loading Rack, if available, for tanker truck loading and delivery of product to GPA.

QUESTION:

13. Section 2.13, Award of Contract, states that GPA reserves the right to make multiple awards, partial awards, by site location, or award as a whole, whichever may be the most advantageous to the authority. However, the bid pricing proposal only allows for submission of one rate per gallon for each of the 5 years. If we assume that the pricing is predicated on the total forecasted volume this would be considered a blended rate and thus there would be cost differences between the plant locations closest to GPA's storage tanks or suppliers and the plants farthest from the GPA's storage tanks or suppliers. Therefore, should pricing be based on each plant location?

ANSWER:

Bidders shall comply with the submittal requirements for the "Bid Price Proposal" in page 123 of 129 of the bid package and must provide prices for each contract year. Award shall be based on the lowest average Fixed Service Fee for the 5-year period.

QUESTION:

- a. Furthermore, the pricing will be higher or lower based on the total awarded volume. How will GPA award a partial award if the contractor's pricing is based on total forecasted volume?

ANSWER:

Bidders shall comply with the submittal requirements for the "Bid Price Proposal" in page 123 of 129 of the bid package and must provide prices for each contract year. Award shall be based on the lowest average Fixed Service Fee for the 5-year period.

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


JOHN M. BENAVENTE, P.E.
General Manager