



# GUAM POWER AUTHORITY

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

January 25, 2012

## AMENDMENT NO.: II

TO

INVITATION FOR MULTI-STEP BID NO.: GPA-030-12

FOR

**MANAGEMENT, OPERATION AND MAINTENANCE OF  
THE GUAM POWER AUTHORITY FUEL BULK STORAGE FACILITY**

Prospective Bidders are hereby notified of the following deletions and responses to inquiries received from Pernix Group dated January 10, 2012 and Far East Equipment Company, LLC/Supreme Fuels JV dated January 13, 2012:

### DELETIONS:

1. Volume 1 (Commercial Terms and Conditions) Section 5.23.1

Please delete first paragraph and replace with:

"If the CONTRACTOR refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the CONTRACTOR in writing of the delay or non-performance and if not corrected within thirty (30) days specified in writing by the Procurement Officer, such officer may terminate the CONTRACTOR's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform."

2. Volume IV (Contract) Section 11.2

Please delete last paragraph in its entirety.

**RESPONSES:**

**Pernix Group dated 01/10/12:**

**QUESTION:**

1. Could you send the Pre-bid conference handouts via email?
  - a. Price worksheet (1 page)
  - b. Power Point Presentation (4 pages)
  - c. Qualitative/Technical Proposal Instructions (9 pages)

**ANSWER:**

- a. Please refer to the attached excel file (GPA03012 Price Proposal.xls)
- b. All contents of the presentation are also in the bid package already.
- c. Please refer to the attached excel file (GPA03012 Qualitative Proposal Scoring Worksheet.xls)

**Far East Equipment Company, LLC/Supreme Fuels JV dated 01/13/12:**

**QUESTION:**

2. Vol I (Commercial Terms and Conditions) para 5.23.1 deals with Termination and default and states that upon defaults the contractor will be given 10 days following written notice to remedy the fault. Section 19 of Vol IV (The Contract) states that default will be notified by either party to the other whereupon the defaulting party has 30 days to remedy the fault. Vol I Commercial Terms and Conditions forms part of the IFB documentation and therefore (IAW the contract) is preceded by the contract in the event of an inconsistency, however, we wish to be clear on this point. Can GPA clarify this discrepancy?

**ANSWER:**

Vol I (Commercial Terms and Conditions) section 5.23.1 paragraph 1 shall be deleted and replaced with:

"If the CONTRACTOR refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the CONTRACTOR in writing of the delay or non-performance and if not corrected within thirty (30) days specified in writing by the Procurement Officer, such officer may terminate the CONTRACTOR's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform."

**QUESTION:**

3. Membership of a qualified and certified spill response company is a requirement of the bid documents. Fees are based on product type and throughput, each year product volumes will change, thereby changing the fee. As the product is black oil, an extra fee will be incurred. Can GPA confirm if this cost will be a pass through charge to GPA?

**ANSWER:**

Membership with a qualified and certified spill response company as required in the bid documents shall be Priced in the price proposal. Therefore, this shall not be a pass through charge to GPA.

**QUESTION:**

4. Vol IV – the Contract, section 11.2 deals with 'Environmental Compliance'. Immediately following this clause, and prior to clause 11.3 it is written: "Penalties for non-compliance ?????)" Can GPA confirm if this is a typographical error?

**ANSWER:**

"Penalties for non-compliance" shall be deleted.


**QUESTION:**

5. In order to provide the most number of responses to this bid will GPA consider removing the local procurement preference?

**ANSWER:**

The Local Procurement Preference application is made a part of GPA-030-12, as required under 5 GCA, Chapter 5, Subsection 5008, "Policy in Favor of Local Procurement" of the Guam Procurement Law. Please be advised though that 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 this bid.

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

  
JOAQUIN C. FLORES, P.E.  
General Manager

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