



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUÅHAN
P.O.BOX 2977 • HAGÁTÑA, GUAM U.S.A. 96932-2977

July 16, 2020

AMENDMENT NO.: II

TO

INVITATION FOR BID NO.: GPA-054-20

FOR

**AUTOMOTIVE ULTRA-LOW SULFUR DIESEL FUEL OIL NO. 2 (ULSD)
AND AUTOMOTIVE REGULAR (UNLEADED) GASOLINE
FOR THE GPA TRANSPORTATION FLEET**

Prospective Bidders are hereby notified of the following change and response to an inquiry received from Bidder No. 1 dated July 09, 2020:

CHANGES:

1. **REMOVE** Page 5 of 66 and **REPLACE** with Page 5a of 66 (see attached).
To remove verbiage Section 3.13 Contractor's Insurance in its entirety
2. **REMOVE** Page 40 of 66 and **REPLACE** with Page 40a of 66 (see attached).

Under **SECTION 4.01: FAILURE TO SUPPLY** (a) verbiage is changed:

FROM:

Should Contractor fail to perform any of the terms, provisions or conditions of this Contract, the contractor shall be in default of the Contract agreement. In this event, GPA will provide a written notice to the Contractor of such default, and provide the contractor an opportunity to cure the default within thirty (30) calendar days after the notice of default. GPA, during this period, in its discretion and in accordance with whatever action, reserves the right to secure similar diesel engine cylinder lubrication oil from other sources; in such event, the contractor shall be responsible for any costs, expenses, fees, and monetary amounts of any nature whatsoever, including but not limited to diesel engine cylinder lubrication oil handling fees, administrative, labor, and operations costs, and all other amounts associated with or related to the securing of such diesel engine cylinder lubrication oil supply by the Authority.

TO NOW READ:

Should Contractor fail to perform any of the terms, provisions or conditions of this Contract, the contractor shall be in default of the Contract agreement. In this event, GPA will provide a written notice to the Contractor of such default, and provide the contractor an opportunity to cure the default within thirty (30) calendar days after the notice of default. GPA, during this period, in its discretion and in accordance with whatever action, reserves the right to secure similar **Unleaded Gasoline Fuel and/or Diesel Fuel** from other sources; in such event, the contractor shall be responsible for any costs, expenses, fees, and monetary amounts of any nature whatsoever, including but not limited to **Unleaded Gasoline Fuel and/or Diesel Fuel** handling fees, administrative, labor, and operations costs, and all other amounts associated with or related to the securing of such **Unleaded Gasoline Fuel and/or Diesel Fuel** supply by the Authority.

3. **REMOVE** Page 34 of 66 and **REPLACE** with Page 34a of 66 (see attached):

Under **PART B. BID SUBMITTAL DOCUMENTS. SECTION 2.02: QUANTITY AND QUALITY ASSURANCE** verbiage is changed:

FROM:

The Contractor shall ensure that the "designated GAS SERVICE STATIONS" metered quantity at the pump, the metering device to be calibrated or had been calibrated at a frequency of six (6) months minimum and to be effected with the presentation of calibration certificate as performed by the third party certifying company. GPA will require submittals by the successful awardee.

TO NOW READ:

The Contractor shall ensure that the "designated GAS SERVICE STATIONS" metered quantity is at the pump, the metering device shall be calibrated at a frequency of Twelve (12) months minimum or at the frequency required by the appropriate government regulatory agency(ies), whichever is shorter, and to be effected with the presentation of calibration certificate as performed by the appropriate government regulatory agency(ies) and/or government regulatory agency(ies) authorized third party certifying company. GPA will require submittals by the successful awardee.

4. **REMOVE** Page 6 & 44 of 66 and **REPLACE** with 6a & 44a of 66 (see attached).

- a. Under **PART B. BID SUBMITTAL DOCUMENTS, SECTION 4.06. REMEDIES CUMULATIVE** is changed:

FROM:

SECTION 4.06. REMEDIES CUMULATIVE

TO NOW READ:

SECTION 4.07 REMEDIES CUMULATIVE

- b. Table of Contents verbiage of Section 4 is changed:

FROM:

Section 4.01 Failure to Supply
Section 4.02 Failure to Pay

- Section 4.03 Failure to Comply with Laws
- Section 4.04 Default
- Section 4.05 Termination for Convenience
- Section 4.06 Remedies Cumulative

TO NOW READ:

- Section 4.01 Failure to Supply
- Section 4.02 Failure to Pay
- Section 4.03 Failure to Comply with Laws
- Section 4.04 Default
- Section 4.05 Attorney Fees
- Section 4.06 Termination for Convenience
- Section 4.07 Remedies Cumulative

5. **REMOVE** Page 1, 12 and 61 and **REPLACE** with Page 1a, 12a and 61a (see attached).

Bid Guarantee requirement is changed FROM 15% to NOW READ ***no less than Five Hundred Thousand Dollars (US\$500,000.00)***.

RESPONSE:

QUESTION:

1. Reference. **Part A. Solicitation. Section II. 8 Bid Bond** (Page 12 of 66). Where all bidders shall submit a bid bond of fifteen percent (15%). Is the fifteen percent (15%) of the total contract value for the initial term of 3 years, or 5 years (to include the 2 – one year options)?

ANSWER:

On page 12 of 68, Item 8. BID BONDS:

Delete in its entirety and replace with

8. **BID BONDS:**

"A bid bond for an amount of **no less than Five Hundred Thousand Dollars (US\$500,000.00)** is required and may be in the following form:

- (a) Cashier's Check or Certified Check made payable to the Guam Power Authority;
- (b) By wire transfer to Guam Power Authority. Account information shall be sent to the bidders upon request.
- (c) Letter of Credit or
- (d) Surety Bond – valid if accompanied by:
 - (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. If a BIDDER desires to submit a bid bond with an acceptable bonding company, the BIDDER must submit original copies of Part A Section III-Bid Bond.

QUESTION:

2. Reference. **Part B. Bid submittal documents. Article I. Section 2.01 Product and quality** (page 32 – 33 of 66). Mobil's Synergy gasoline is engineered to help clean your engine for fuel economy and performance. Mobil's quality Synergy Diesel continues to be of higher cetane than the minimum ASTM D975 requirement. For the product quality, typical characteristics required for regular unleaded gasoline, Mobil would like to request for consideration of the following:
- a. Distillation FBP at 215C. Request to change to 225C max
 - b. RVP 6 psi or 62 kPa. Request to consider to change 76 kPa
 - c. Sulfur 300 wppm. Request to consider to change to 1000 ppm
 - d. Existent washed Gum 4 max. Request to consider to change to 5 max
 - e. Oxidation stability 480 min. Request to consider to change to 240 min
 - f. Lead content Nil g/usg. Request to consider to change to 0.005 g/l
 - g. Ethyl Benzene and Xylene report. Request to be reported together.
 - h. Total Aromatics, Bz, Toluene, Ethyl Benzene and Xylene by UOP 744 MOD method. Request to consider test by ASTM methods.

ANSWER:

Please support your request for consideration with product specification data sheet.

QUESTION:

3. Reference. **Part B. Bid submittal documents. Article I. Section 3.13 Contractor's insurance.** This section is not found on the bid documents page 39 of 66. Can you provide details of section 3.13 contractor's insurance requirements?

ANSWER:

Kindly refer to #1 of **CHANGES** above.

QUESTION:

4. Reference. **Part B. Bid submittal documents. Article I. Section 4.01** refers to securing alternate supply of diesel engine cylinder lubrication oil and which the Contractor has to be responsible for any costs related to the securing of such supply. Please provide further clarification or information.

ANSWER:

Kindly refer to #2 of **CHANGES** above.

QUESTION:

5. Reference. **Part. B. Bid submittal documents. Article I. Section 1.03 Contract price** (Page 31 of 66). Wherein it states "all invoices submitted must be accompanied by the product delivery

receipts signed by the duly authorized personnel", is the POS (point of sales) receipts duly signed by authorized GPA personnel acceptable? In addition, clarify if the POS receipts need to be submitted with the invoice, or will be placed in a designated GPA drop boxes at the service station for collection by a duly authorized GPA personnel for verification against the submitted invoice.

ANSWER:

- a. Yes.
- b. The submission of the invoices as well as the receipts is a requirement. To meet this requirement GPA; in the past, has opted to place designated GPA fuel receipt drop boxes at the service station for the collection by authorized GPA personnel. This method will be acceptable. However, the responsibility for ensuring that all receipts are accounted for will be with the successful bidder.

QUESTION:

6. Reference. **Part B. Bid submittal documents. Article I. Section 2.02 Quantity and quality assurance** (Page 34 or 66). Wherein it states "the Contractor shall ensure that any of the designated service stations have metered quantity at the pump, the metering device has to be calibrated or had been calibrated at a frequency of six (6) months minimum, and to be effected with the presentation of calibration certificate as performed by the third party certifying company" The Guam Revenue & Taxation tests for calibration of dispensers on annual basis and issues calibration certification generally once a year. Please confirm if this is an acceptable alternative.

ANSWER:

Kindly refer to #3 of **CHANGES** above.

QUESTION:

7. Reference. **Part B. Bid submittal documents. Article I. Section 2.02 Quantity and quality assurance. (a) Fleet fuels on-stock inventory** (Page 34 of 66). Wherein it states "the Contractor is required to maintain at its own storage facility, a minimum inventory of 20-days supply requirement, approximately 20,000 gallons for each fuel grade." Please clarify that such storage facility need not be located at each of the designated service stations but the said inventory can be stored at a bulk plant in Guam.

ANSWER:

We do not require that such a storage facility be located at each of the designated service stations.

QUESTION:

8. Reference. **Part B. Bid submittal documents. Article I. Section 4.06 Termination for convenience** (page 42 of 66) and **Section 4.06 Remedies cumulative** (page 44 of 66). Please clarify if these should be the same section or two (2) different sections, i.e. Section 4.06 Termination for convenience and Section 4.07 Remedies cumulative.

ANSWER:

Kindly refer to #4 of **CHANGES** above.

QUESTION:

9. Please clarify that by "delivery, delivered, or deliveries" mentioned on the bid documents is fully reflected in the language of **Section 1.01 of the bid Contract**.

ANSWER:

The language to the best of our knowledge shows our requirements and intentions. Please elaborate specifically on any issues you might have with the terms, language or requirements of the contract so that we may address those concerns.

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


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

PART A. SOLICITATION.

Section I. BACKGROUND AND SUMMARY OF SOLICITATION.

Section II. INSTRUCTIONS, PROCEDURES AND REQUIREMENTS

Section III. APPENDIX "A" - PERFORMANCE BOND

PART B. BID SUBMITTAL DOCUMENTS

Article I. GPA FLEET FUELS SUPPLY CONTRACT (DIESEL FUEL OIL No. 2 AN AUTOMOTIVE GASOLINE, REGULAR UNLEADED)

Preamble

Section 1

Section 1.01 Fleet Fuels to be Supplied
Section 1.02 Term
Section 1.03 Contract Price
Section 1.04 Fleet Fuels Refilling Stations
Section 1.05 Terms of Payment
Section 1.06 Warranty and Claims

Section 2

Section 2.01 Product and Quality
Section 2.02 Quantity and Quality Assurance

Section 3

Section 3.01 Security
Section 3.02 Government Laws and Regulations
Section 3.03 Taxes and Other Government Charges
Section 3.04 Specifications
Section 3.05 Permits and Responsibilities
Section 3.06 Force Majeure
Section 3.07 Notice to Other Party
Section 3.08 Payment Required
Section 3.09 Alternate Supply
Section 3.10 Resumption of Performance
Section 3.11 Disputes
Section 3.12 Indemnity

SECTION 4

SECTION 4.01: FAILURE TO SUPPLY.

(a) Should Contractor fail to perform any of the terms, provisions or conditions of this Contract, the contractor shall be in default of the Contract agreement. In this event, GPA will provide a written notice to the Contractor of such default, and provide the contractor an opportunity to cure the default within thirty (30) calendar days after the notice of default. GPA, during this period, in its discretion and in accordance with whatever action, reserves the right to secure similar **Unleaded Gasoline Fuel and/or Diesel Fuel** from other sources; in such event, the contractor shall be responsible for any costs, expenses, fees, and monetary amounts of any nature whatsoever, including but not limited to **Unleaded Gasoline Fuel and/or Diesel Fuel** handling fees, administrative, labor, and operations costs, and all other amounts associated with or related to the securing of such **Unleaded Gasoline Fuel and/or Diesel Fuel** supply by the Authority.

(b) Should the Contractor fail to cure such default within thirty (30) calendar days after the notice of default thereof, GPA may terminate the Contract in whole or in part. In the event that GPA terminates the Contract by default, then the provisions of the performance bond shall be in effect.

SECTION 4.02. FAILURE TO PAY.

Failure to pay an invoice and any late penalties, if any, within a period of thirty (30) days from the due date of such invoice, shall be a default and should such a default not be cured within thirty (30) days after notice of default, **CONTRACTOR** may, at its option, do either of the following:

- (a) terminate the Contract effective thirty (30) days after receipt by **GPA** of written notice if not first cured; or
- (b) continue to supply fuel oil and bring suit in the Superior Court of Guam for amounts past due and as they become due.

SECTION 2.02: QUANTITY AND QUALITY ASSURANCE

The Contractor shall ensure that the “designated GAS SERVICE STATIONS” metered quantity is at the pump, the metering device shall be calibrated at a frequency of Twelve (12) months minimum or at the frequency required by the appropriate government regulatory agency(ies), whichever is shorter, and to be effected with the presentation of calibration certificate as performed by the appropriate government regulatory agency(ies) and/or government regulatory agency(ies) authorized third party certifying company. GPA will require submittals by the successful awardee.

(a) FLEET FUELS ON-STOCK INVENTORY.

The Contractor is required to maintain at its **own storage facility**, a minimum inventory of 20-days supply requirement, approximately 20,000 gallons for each fuel grade.

(b) FLEET’S FUELS QUALITY TESTING.

GPA may require the Contractor to provide quality certification of the Fleet Fuels at no cost to the Authority.

Section 4

Section 4.01	Failure to Supply
Section 4.02	Failure to Pay
Section 4.03	Failure to Comply with Laws
Section 4.04	Default
Section 4.05	Attorney Fees
Section 4.06	Termination for Convenience
Section 4.07	Remedies Cumulative

Section 5

Section 5.01	Covenant Against Contingent Fees
Section 5.02	Notice
Section 5.03	Interest of Other Parties Contractor
Section 5.04	Assignment
Section 5.05	Time
Section 5.06	Amendment and Waiver
Section 5.07	Descriptive Headings
Section 5.08	Governing Law
Section 5.09	Definitions
Section 5.10	Relationship of Parties
Section 5.11	Number and Gender
Section 5.12	Successors in Interest
Section 5.13	Partial Invalidity
Section 5.14	Equal Opportunity Clause

Section 6

Section 6.01	Binding Effect
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have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

- (iii) costs of settling and paying claims arising out of the termination of Contracts or orders pursuant to paragraph (2) of this clause. These costs must not include costs paid in accordance with subparagraph (3)(ii) of this paragraph;
- (iv) the reasonable settlement costs of the **CONTRACTOR** including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of contracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the **CONTRACTOR** under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the **CONTRACTOR** reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under the Uniform Commercial clause.

SECTION 4.07. **REMEDIES CUMULATIVE.**

Each and all remedies available to a party in the event of the other party's failure to comply timely with any or all the terms and conditions of the Contract may be exercised independently or in combination (such rights being nonexclusive one with the other). The remedies set forth in the Contract are in addition to, and not in lieu of, all of the remedies available at law or in equity.



JOSEPH T. DUENAS
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.: GPA-054-20				
DESCRIPTION: Automotive Ultra-Low Sulfur Diesel Fuel Oil No. 2 (ULSD) and Automotive Regular Unleaded Gasoline for the GPA Transportation Fleet				

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, **two (2) copies of the executed Contract (signed by bidder’s authorized representative) and (5) copies of responsive materials, information pertaining to bidder financial responsibility, company profile, history of past GovGuam supply contracts, and others relevant to this bid**, at the date and time for bid opening.

- (XX) BID GUARANTEE (no less than Five Hundred Thousand Dollars (US\$500,000.00)) May be in the form of; Reference #11 on the General Terms and Conditions
 - a. Cashier’s Check or Certified Check (**NOTE: Cashier’s Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.**)
 - b. By wire transfer to Guam Power Authority. Account information shall be sent to the bidders upon request.
 - c. Letter of Credit or
 - d. 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.

- (XX) STATEMENT OF QUALIFICATION;
- () SAMPLES;
- () 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 _____ 2020, I, _____, authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative’s Signature

technical data, or other material. It may also require accomplishing any of the following prior to award:

- (1) inspection or testing of a product prior to award for such characteristics, as quality or workmanship;
- (2) examination of such product as to compatibility, grade, appearance, texture, or
- (3) other examinations to determine whether it conforms with any other purchase description requirements.

8. **BID BOND.**

"A bid bond for an amount of **no less than Five Hundred Thousand Dollars (US\$500,000.00)** is required and may be in the following form:

- (a) Cashier's Check or Certified Check made payable to the Guam Power Authority;
- (b) By wire transfer to Guam Power Authority. Account information shall be sent to the bidders upon request.
- (c) Letter of Credit or
- (d) Surety Bond – valid if accompanied by:
 - (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. If a BIDDER desires to submit a bid bond with an acceptable bonding company, the BIDDER must submit original copies of Part A Section III-Bid Bond.

9. **PERFORMANCE BONDS.**

The successful bidder shall submit to the **GPA** a performance bond in the amount equivalent to ONE HUNDRED PERCENT (100%) of the total annual cost of the CONTRACT BID PRICE OFFER and be made payable to the **GPA** in the form of a surety issued by a company with a A.M. Best credit rating of "AA"- or better within fifteen (15) days after a Notice of Award is issued to the successful bidder. For the purposes of this solicitation, the requirement of a performance bond is essential to the best interest of **GPA**. A performance bond is required in order to assure

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 (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.
- [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 (5GCA, 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.
- [X] 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.

- [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 no less than Five Hundred Thousand Dollars (US\$500,000.00). 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 ONE HUNDRED PERCENT (100%) 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