



JOEY T. DUENAS  
CCU Chairman



JOHN M. BENAVENTE, P.E.  
General Manager

Telephone Nos. (671) 648-3054/55 or Facsimile (671) 648-3165

Accountability	Impartiality	Competence	Openness	Value
INVITATION FOR MULTI-STEP BID (IFB) NO.: GPA-006-18				
DESCRIPTION: Diesel Fuel Oil No. 2 Delivery Services				

#### SPECIAL REMINDERS TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, one (1) original and six (6) bound copies of the Technical Proposal including one (1) original and six (6) printed copies of the Qualitative Scoring Workbook, One (1) electronic PDF format copy of the Technical Proposal in CD, DVD, and/or USB Flash drive and Qualitative Scoring Workbook should be submitted, at the closing date and time. Price Proposal shall be submitted in a "Separately Sealed" envelope marked "PRICE PROPOSAL" at the date and time of closing.

- (XX) BID GUARANTEE - ONE HUNDRED FIFTY THOUSAND DOLLARS (US \$150,000.00) May be in the form of:  
(NOTE: Cashier's Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.)  
Reference #11 on the General Terms and Conditions

- Cash, Bank Draft, Cashier's Check or Certified Check
- Wire Transfer to Guam Power Authority. Account information shall be sent to bidders upon request.
- Letter of Credit or
- Surety Bond – Valid only if accompanied by:
  - Current Certificate of Authority issued by the Insurance Commissioner;
  - Power of Attorney issued by the Surety to the Resident General Agent;
  - 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) NON-COLLUSION AFFIDAVIT;

(XX) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS

(XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;

(XX) ETHICAL STANDARDS AFFIDAVIT;

(XX) WAGE DETERMINATION AFFIDAVIT;

(XX) RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;  
Affidavits must comply with the following requirements:

- The affidavit must be signed within 60 days of the date the bid is due;
- Date of signature of the person authorized to sign the bid and the notary date must be the same.
- First time affidavit must be an original – If copy, indicate Bid Number/Agency where original can be obtained.

(XX) OTHER REQUIREMENTS:

Restrictions against Sex Offenders Affidavit, Wage Determination Affidavit, No Gratuities or Kickbacks Affidavit, Ethical Standards Affidavit, together with additional requirements set forth under required forms as specified in Section 3. A Guam Business 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](http://www.wdol.gov)). Additionally, upon award the successful bidder must provide to GPA the most recently issued Wage Determination by the US Dept. of Labor.

The reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements will mean a disqualification and rejection of the bid.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, I, \_\_\_\_\_  
authorized representative of \_\_\_\_\_ acknowledge receipt of this  
special reminder to prospective bidders with the above referenced IFB.

\_\_\_\_\_  
Bidder Representative's Signature

## INVITATION FOR BID

## ISSUING OFFICE:

Guam Power Authority  
 Procurement Management Materials Supply  
 1st. Floor, Room 101  
 Gloria B. Nelson Public Service Building  
 688 Route 15  
 Mangilao, Guam 96913

 11/15/17  
 JOHN M. BENAVENTE P.E. DATE  
 General Manager

DATE ISSUED: 11/16/2017 MULTI-STEP  
 11/24/2017 BID INVITATION NO.: GPA-006-18

BID FOR: Diesel Fuel Oil No. 2 Delivery Services

SPECIFICATION: See Attached

DESTINATION: See Attached

REQUIRED DELIVERY DATE: On or about July 01, 2018

PRE-BID CONFERENCE (NON- MANDATORY): 10:00 A.M., November 29, 2017

SITE VISIT (NON-MANDATORY): 1:30 P.M., November 29, 2017

CUT OFF DATE FOR RECEIPT OF QUESTIONS: December 07, 2017

## INSTRUCTIONS TO BIDDERS:

INDICATE WHETHER: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

INCORPORATED IN: \_\_\_\_\_

Technical and Price Proposals (separate sealed envelope) shall be submitted to the issuing office above no later than **2:00 P.M., January 12, 2018**. Technical Proposals and Price Proposals submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable for a period of not less than six (6) months after the Price Proposal Opening Date 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.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON  
 AUTHORIZED TO SIGN THIS BID:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_

AWARD: CONTRACT NO.: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ DATE: \_\_\_\_\_

ITEM NO(S). AWARDED: \_\_\_\_\_

CONTRACTING OFFICER:

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

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Invitation For Multi-Step Bid

**GPA-OO6-18**

**DIESEL FUEL OIL NO.2**

**DELIVERY SERVICES**



A handwritten signature in blue ink, appearing to read "Jennifer Sablan", is positioned above a horizontal line.

**JENNIFER G. SABLON, P.E.**  
**SPORD Manager**

A handwritten signature in blue ink, appearing to read "John J. Cruz, Jr.", is positioned above a horizontal line.

**JOHN J. CRUZ, JR., P.E.**  
**Assistant General Manager**  
**Engineering & Technical Services**

A handwritten signature in blue ink, appearing to read "John M. Benavente", is positioned above a horizontal line.

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

## **Invitation for Multi-Step Bid**

**GPA-006-18**

**Diesel Fuel Oil No.2**

**Delivery Services**



**Volume I**

**Commercial Terms and Conditions**

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**Volume I: Commercial Terms and Conditions**

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**1. INTRODUCTION**

The Guam Power Authority (GPA), hereinafter referred to as GPA, is a public utility corporation that provides electric power service throughout the entire island of Guam. GPA, in conjunction with Private Partners, operates and maintains power plants, with a total rated capacity of about 435 MW. The diesel-fueled power plants total capacity is about 215 MW.

GPA is inviting interested Firms to participate in a Multi-Step Bid for Diesel Fuel Oil No.2 Delivery to the GPA Power Plants

The Delivery Services Contract shall be for FIVE (5) years to commence on or about **July 01, 2018** with THREE (3) year extension options, renewable annually upon mutual agreement of both parties.

All interested parties are hereby on notice 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.

**Table 1: Bid Milestones** indicate the projected start and end dates for the milestones in the Bid Process. **GPA reserves the right to change the Bid Milestones at its sole discretion.** Bidders are encouraged to confirm with GPA any of the scheduled milestones via an official letter to GPA.

## Volume I: Commercial Terms and Conditions

**Table 1: Bid Milestones**

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	12/07/2017
Cut Off Date for Receipt of Questions		12/07/2017	
GPA Review and Answer Questions		11/16/2017	12/21/2017
Vendor Prepare Bids		11/16/2017	01/12/2018
Cut Off Date for Receipt of Proposals (Technical and Price Proposals)		01/12/2018 2:00 PM Guam Time	
EVALUATION Step One:	Technical Proposal (Bid) Evaluation	01/17/2018	01/24/2018
	Notify Qualified Bidders	01/31/2018	02/07/2018
Price Proposal Opening		02/23/2018 2:00 PM Guam Time	
EVALUATION Step Two:	Price Proposal Evaluation	02/26/2018	03/02/2018
Approvals		TBA	
Notice of Intent to Award		TBA	
Contract Signing		TBA	
Contract Mobilization		TBA	
Contract Commencement		07/01/18	

### 1.1. Invitation for Bid (IFB) Document Organization

Invitation for Bid (IFB) documents are organized into three separate volumes, as follows:

Volume I	—	Commercial Terms and Conditions
Volume II	—	Contract
Volume III	—	Appendices

In addition, the IFB documents include two (2) sets of electronic spreadsheets (MS Excel Workbooks):

- Qualitative Proposal Scoring.xls
- Price Proposal Evaluation.xls.

### 1.2. Overview and Scope



The CONTRACTOR shall provide GPA with Diesel Fuel Oil No.2 Delivery Services in compliance with the requirements specified in Volume II (CONTRACT) of this bid. The CONTRACTOR shall also provide qualified and trained personnel to safely, efficiently and legally deliver the services required by the Authority under this IFB.

The estimated total diesel fuel oil delivery requirement is provided in of Volume II (CONTRACT)- Section 2 and Schedule B of the solicitation package.

Product quality specification is prescribed in Volume II (Contract) - Section 9 and Schedule A of the solicitation package.

#### **1.2.1. CONTRACT TERM**

The Contract Term shall be for FIVE (5) years and shall commence on or about after 0:00 hour on July 01, 2018, and shall continue until midnight of June 30, 2023.

The first delivery of fuel oil pursuant to the Contract is anticipated to be on or about July01, 2018.

#### **1.2.2. CONTRACT PRICE**

The total contract price in U.S. Dollars per U.S Gallon for all diesel fuel oil delivered to GPA shall be inclusive of all costs and liabilities incurred prior to delivery. The contract price structure is described in detail in Volume II (Contract) – Section 4 of the solicitation package.

## **2. INSTRUCTIONS TO BIDDERS**

### **2.1. Introduction**

This is a Multi-Step Bid Procurement. The **Technical and Price Proposals should both be submitted on or before the Cut-off Date of Receipt of Proposals.**

In Step One, only the submitted Technical Proposals will be evaluated and determined whether Acceptable or Unacceptable. BIDDERS whose Technical Proposals are determined to be Acceptable shall qualify for

Step Two. BIDDERS whose Technical Proposals are Unacceptable shall be notified, and the unopened Price Proposal packages shall be returned.

In Step Two, the Price Proposals of the Bidders whose Technical Proposals that are determined to be Acceptable, either initially or as a result of discussions, will be considered for award.

## **2.2. Language and Correspondence**

The official language of Guam is English. The bid and all accompanying documents shall be in English. Any prospective BIDDER desiring an explanation or interpretation of the solicitation, commercial terms, Technical Specification, etc., must make a request in writing to GPA at the address listed below, referencing the Invitation for Bid No.

ATTENTION :                JOHN M. BENAVENTE, P.E.  
GENERAL MANAGER

GUAM POWER AUTHORITY  
POST OFFICE BOX 2977  
HAGATNA, GUAM 96932-2977

FAX: 1 (671) 648-3165  
EMAIL: jcpangelinan@gpagwa.com  
Attention: JAMIE L.C. PANGELINAN  
Supply Management Administrator

The written request may also be sent via-email by sending an electronic copy of the written request to the Procurement Officer handling the IFB.

Any information given to a prospective BIDDER concerning a solicitation will be furnished promptly to all parties recorded by Procurement as having received the Invitation for Bid as an amendment to the solicitation if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective BIDDERS. Oral explanations or instructions given will not be binding.

**2.3. Technical and Functional Requirements Examination**

BIDDERS are required to carefully examine all tender documents inclusive of all technical and functional requirements and to inform themselves of all conditions and requirements of the solicitation in accordance with the laws and regulations of the Territory of Guam. Ignorance on the part of BIDDERS of any part of the tender documents and Technical and Functional Requirements will in no way relieve them of the obligations and responsibilities assumed under the contract.

**2.4. Facility Tours**

All prospective BIDDERS shall, at their own expense, visit Guam and GPA's Fuel Receiving Facilities to study local conditions, facilities available, craft wages, roads, communications, and transport facilities available. BIDDERS should also acquaint themselves with the relevant laws, rules, and regulations of Guam.

For the purpose of familiarizing BIDDERS with the fuel receiving facilities, BIDDERS may request GPA for a scheduled Facility Tour. All requests must be submitted as specified in [Section 2.2](#). Upon approval and subject to the availability of the facility, GPA shall coordinate with the BIDDER regarding the tour details.

**2.5. Solicitation Amendment**

Any amendment, modification or addendum issued by the Guam Power Authority, prior to the opening of the proposals, for the purpose of changing the intent of the Technical and Functional Requirements, clarifying the meaning or changing any of the provisions of this Invitation for Bid, shall be binding to the same extent as if written in the tender documents. Any addendum issued will be made available to all BIDDERS via mail, fax, e-mail or posting to the ftp site.

Announcements regarding any Amendment shall also be posted at the GPA Website at [http://www.guampowerauthority.com/gpa\\_authority/procurement/gpa\\_current\\_rfps.php](http://www.guampowerauthority.com/gpa_authority/procurement/gpa_current_rfps.php). BIDDERS shall acknowledge receipt of the amendment by a signature on one copy, which is to be returned to the GPA Supply Management Administrator. Acknowledgement may also be made by fax or e-mail.

**2.6. Familiarity With Laws**

The BIDDER shall be familiar with all Federal (U.S.) and local laws, ordinances, rules and regulations of Guam that in any manner affect the work. Ignorance of law on the part of the BIDDER will not relieve the BIDDER from responsibility.

#### **2.7. Cost of Bidding**

BIDDERS shall bear all costs associated with the preparation and submission of its proposal. GPA will not be responsible or liable for those costs, regardless of the outcome of the IFB process.

#### **2.8. Price/Cost Data**

BIDDERS shall provide prices/costs in U.S. Dollars. BIDDERS are required to furnish **a bid price for each year of the contract specified in the price proposal form of the IFB documents.**

Technical and Price Proposals shall be submitted on or before the Cut-off Date for Receipt of Proposals, with the Price Proposal on a separate sealed envelope marked "PRICE PROPOSAL" and indicating the date and time of bid package remittance.

#### **2.9. Documents Executed Outside of Guam**

The Power of Attorney, performance bond guarantee, and documents defining the constitution of the joint venture, consortium, company or firm, if executed outside Guam, whether required to be submitted with the proposals or after the award of the contract, must be authenticated by a Notary Public or other official authorized to witness sworn statements.

#### **2.10. Proposal Submittal**

This section outlines the requirements for proposal submittals, including the proposal package format and content required by GPA. The BIDDERS are advised to keep a copy of all documents submitted, including the Workbooks, and test electronic copies on disk prior to submission to GPA.

##### **2.10.1. Technical Proposal Requirements**

Each BIDDER's Technical Proposal Package shall include, but is not limited to, the following:

- Complete printed copies of the Technical Proposal;
- Complete printed responses and supporting information to the questions raised in the Qualitative Proposal Scoring Workbook;

- Complete printed and electronic copies of the Qualitative Proposal Scoring Workbook in a separate sealed envelope marked “TECHNICAL (UNPRICED) PROPOSAL”;
- Checklist forms defined in Volume III- Appendix A;
- All other required forms defined in Volume III Appendices; and
- Supplementary information as described below.

The Technical Proposal Package shall be submitted in the format and quantities described below.

#### **2.10.1.1 Technical Proposal**

Each BIDDER's Technical Proposal shall include the following:

##### **a. Business Structure and Business Approach**

The CONTRACTOR shall provide company information such as name, local address, corporate headquarters (if any) and affiliate company in support for the performance of its contractual obligations. The business structure and nature of services provided shall be provided together with the company information. A copy of the Articles of Incorporation and By-Laws or other applicable forms concerning the business organization is also requested. The CONTRACTOR shall outline business concepts to be used in order to perform, meet, and achieve the objectives of this solicitation.

##### **b. Experience and Qualification**

The contractor shall provide supporting information showing extensive and reliable experience in the hauling and delivery or distribution of diesel fuel oil. The CONTRACTOR shall demonstrate its experience and expertise in the delivery of Diesel Fuel Oil No.2 by providing the following:

- Supporting information outlining and/or illustrating past and current successful experience in the delivery of Diesel Fuel Oil No.2. Include list of clients for the last five (5) years.
- Experience with Fuel Handling.

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.

##### **c. Statement of Qualification/ Organizational Structure**

The CONTRACTOR shall illustrate its approach in delivering Diesel Fuel Oil No.2 to GPA. The CONTRACTOR shall provide an organizational structure including the names and designations of personnel to be assigned in this contract, including a brief description of the qualifications and responsibilities of each personnel.

The contractor shall also provide its qualifications, and its affiliates' qualifications in the performance of the requirements of this contract.

**d. Financial Information**

The CONTRACTOR shall provide documentation to illustrate its financial position and capability.

**e. Federal and Regulatory Compliance**

The CONTRACTOR shall provide supporting documents showing knowledge and experience in complying with federal regulations and other applicable laws on Guam, such as OPA 90 and others, including documents showing compliance with all federal regulations and applicable laws.

**f. Client references**

At least three (3) client references for similar or larger contracts shall be submitted by the BIDDERS (include the Client Name, Position, Company and copies of contracts with the BIDDERS or AFFILIATES). At least three (3) client reference letters shall be provided, along with a letter describing the relationship with the BIDDER, and the BIDDER's contract performance.

**g. Mobilization Capability**

The BIDDER shall provide proof of capability to mobilize full support services no later than 30 days after contract signing.

**2.10.1.2. Qualitative Proposal Scoring Workbook**

The bidder shall submit copies of the Qualitative Proposal Scoring Workbook, prepared as instructed in the **Proposal Instructions** tab. Quantities shall follow the requirements specified in [Section 2.10.1.5](#) of this Volume. For each checklist item, the bidder shall provide references on the responses and supporting documents.

**2.10.1.3. Required Forms**

Submittal of required forms as specified in [Section 3](#) of this volume, as well as in Volume III Appendices, is mandatory. GPA shall automatically disqualify any proposal submitted without the supplementary information and required forms listed below:

1. A copy of the BIDDER's Articles of Incorporation or other applicable forms concerning business organization (i.e. partnership, sole proprietorship, etc.) and By-Laws;
2. Certificate of Good Standing to conduct business in jurisdiction of residence;
3. Information regarding outstanding claims against the BIDDER;
4. Affidavit of Disclosure of Major Shareholder (Appendix D);
5. Non-Collusion Affidavit (Appendix E) ;
6. No Gratuities or Kickbacks Affidavit (Appendix F);
7. Ethical Standards Affidavit (Appendix G);
8. Declaration of Compliance with US DOL's Wage Determination (Appendix H);
9. Restriction Against Sex Offenders (Appendix I);
10. Bid Bond Form (Appendix J);
11. Local Procurement Preference Application (Appendix K); and,
12. A valid business license.

**2.10.1.4. Marking and Packaging of Technical Proposal**

The TECHNICAL PROPOSAL shall be submitted in a separate sealed package with the following information clearly marked on the outside of each side:

- 1) "TECHNICAL PROPOSAL";
- 2) "DELIVERY OF DIESEL FUEL OIL NO.2 TO GPA PLANTS"
- 3) The BIDDER's Name;
- 4) Invitation for Bid Number;
- 5) Closing Date and Time (Guam Standard Time);
- 6) Addressed to, as follows:

ATTENTION :                      JOHN M. BENAVENTE, P.E.  
GENERAL MANAGER

GUAM POWER AUTHORITY  
POST OFFICE BOX 2977  
HAGATNA, GUAM 96932-2977

If the BIDDER's proposal cannot fit within one box or chooses to submit more than one box, each box must be labeled with the following:

- 1) Box number within the Set of Submitted Boxes
- 2) The Total Number of Boxes Submitted

#### **2.10.1.5. Technical Proposal Submittal Quantity**

BIDDERS are required to submit one (1) original and six (6) bound copies of the Technical Proposal including one (1) original and six (6) printed copies of the Qualitative Scoring Workbook, one (1) electronic PDF format copy of the Technical Proposal in CD, DVD, and/or USB Flash drive and Qualitative Scoring Workbook should be submitted, at the closing date and time. Price Proposal shall be submitted in a "Separately Sealed" envelope marked "PRICE PROPOSAL" at the date and time of closing.

#### **2.10.2. Price Proposal Requirements**

The PRICE PROPOSAL shall be submitted in a separate sealed package with the following information clearly marked on the outside of each side:

- (1) "PRICE PROPOSAL";
- (2) "DELIVERY OF DIESEL FUEL OIL NO.2 TO GPA PLANTS"
- (3) The BIDDER's Name;
- (4) Invitation for Bid Number;
- (5) Closing Date and Time (Guam Standard Time);
- (6) Addressed to, as follows:

ATTENTION :                      JOHN M. BENAVENTE, P.E.  
GENERAL MANAGER

GUAM POWER AUTHORITY  
POST OFFICE BOX 2977  
HAGATNA, GUAM 96932-2977

If the BIDDER's proposal cannot fit within one box or chooses to submit more than one box, each box must be labeled with the following:

- 1) Box number within the Set of Submitted Boxes
- 2) The Total Number of Boxes Submitted



**2.10.3. Non-Repudiation Issues**

GPA has structured both its Manual and Electronic IFB submittal procedures to ensure non-repudiation of the submitted proposals. In this IFB, non-repudiation is strong and substantial evidence of the identity of the sender and owner of the proposal and of proposal's integrity in so far as it being unaltered from its original sent state, sufficient to prevent a party from successfully denying the origin, submission or delivery of the proposal and the integrity of its contents. Non-repudiation applies to both parties to this IFB transaction. It binds the sender as well as precludes the recipient from denying the exchange of information and material upon the receipt of secure acknowledgement from the recipient.

GPA and the BIDDER shall manage the Manual IFB Submittal Process to address non-repudiation, security and confidentiality inclusive but not limited to the following:

- Manually executed signatures and printed media documents;
- Chain of custody receipts;
- Manual time-stamps for receipt of IFB materials;
- Machine generated Fax confirmation reports;
- Secure notification e-mail;
- Physical delivery of printed material proposals;
- Physically secured area storage of IFB materials.

**2.10.4. Signature of Bidder**

A duly authorized person must sign the BIDDER's proposals. All names shall be typed or printed below the signature. A proposal submitted by a corporation must bear the seal of the corporation, be attested to by its Secretary, and be accompanied by necessary Power-of-Authority documentation.

Associated companies or joint ventures shall jointly designate one Power-of-Authority person authorized to obligate all the companies of the association or joint venture. A proposal submitted by a joint venture must be accompanied by the document of formation of the joint venture, duly registered and authenticated by a Notary Public, in which is defined precisely the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, the principal member of the joint venture, and address for correspondence for the joint venture. BIDDERS are advised that the joint venture agreement must include a clause stating that the members of the joint venture are severally and jointly bound.

Wherever a legal signature is required, receipt of an electronic signature will suffice to meet the submittal deadline for those electing to use the Electronic Proposal Submittal process. The original signed documents must be reproduced electronically and be placed in the submitted compressed archive file. However, the original documents must be sent to GPA via post or courier and post-marked no later than the bid-opening date. In addition, GPA will accept an electronic scanned copy of Notarized documents with the compressed archive submitted will suffice to meet the proposal deadline. However, the original documents must be sent to GPA via post or courier and post-marked no later than the bid-opening date.

#### **2.10.5. Cut-Off Date for Receipt of Proposals**

**The Technical and Price Proposals have to be submitted on or before the GPA Cut-off Date for Receipt of Proposals specified in Table 1 (Bid Milestones).**

**Price Proposals shall be returned, unopened, to the BIDDERS whose Technical Proposals are deemed Not Acceptable.**

#### **2.10.6. Receipt and Handling of Proposals**

Upon receipt, each Proposal submittal package will be time-stamped. The only acceptable evidence to establish the time of receipt at the GPA is the date/time stamp of the Guam Power Authority's procurement office on the wrapper or other documentary evidence of receipt maintained by GPA. Proposals will be stored in a secure place until the date and time set for proposal opening.

GPA procurement personnel and the BIDDERS must ensure that the outside of the sealed package is stamped received using the GPA Procurement Stamp. In addition, GPA procurement personnel must officially log the time and date that the BIDDER's sealed proposal package has been received. GPA makes no warranties on these submittal processes, manual or electronic.

#### **2.10.7. Proposal Changes During Bid Process**

Changes may be made by the BIDDERS to the Technical Proposal and Price Proposal prior to the Cut-off Date, and the proposals including corrections or changes made must be re-submitted on or before the Cut-off Date.

**2.11. STEP ONE PROCEDURES****2.11.1. Evaluation of Technical Proposals**

After the Close of the Proposal submission date, the GPA Evaluation Committee shall evaluate the Technical Proposals. Each of the responses and supporting information shall be evaluated and scored, in accordance with the scoring methodology described in the Qualitative Proposal Scoring Worksheet.

**2.11.2 Scoring of Technical Proposals**

GPA will use the score from the Qualitative Scoring Workbook to evaluate the contents of Proposals and categorize the Proposals as:

- a. **Acceptable;**
- b. **Potentially Acceptable**, that is reasonable susceptible of being made acceptable; or
- c. **Unacceptable or Not Acceptable.** GPA shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file.

GPA shall evaluate and score each BIDDER using the methodology as described in [Section 4](#) of this volume. At the conclusion of the evaluation, GPA shall establish a Qualified Bidders List (QBL), and the Procurement Officer or his designee may initiate Step Two if there are sufficient acceptable Technical (Unpriced) Proposals to assure effective price competition in the second phase without technical discussions. If the Procurement Officer or his designee finds that such is not the case, the Procurement Officer shall issue an amendment to this Invitation for Bid or engage in technical discussions with BIDDERS as set forth below.

**2.11.3. Discussions of Proposals**

The Procurement Officer or his designee may conduct discussions with any bidder who submits acceptable or potentially acceptable Technical Offer. During the course of such discussions, the Procurement Officer or his designee shall not disclose any information derived from one Unpriced Technical Proposal to any other BIDDER.

GPA may conduct discussions or request for additional information or documentation with any BIDDER to determine such BIDDER's qualifications for further consideration and explore with the BIDDER the scope and nature of the required services, method of performance and the relative utility of alternative methods of approach. BIDDERS are required to provide the responses within the time period specified at that time by GPA. **If GPA does not receive any response by the deadline specified, GPA shall consider the lack of a**

**response as the BIDDER's response.** During the course of such discussions, the Procurement Officer shall not disclose any information derived from a technical offer to any other BIDDER.

Each BIDDER is requested not to contact GPA on any matter relating to its proposal, from the time of submission of the Proposals to the time the contract is awarded, except to respond to inquiries by GPA.

**2.11.4. Notice of Unacceptable Proposal**

A notice of unacceptability will be forwarded to the BIDDER upon completion of the Technical Proposal evaluation and final determination of unacceptability. When the Procurement Officer or his designee determines a BIDDER's Technical Proposal to be unacceptable, such BIDDER shall not be afforded an additional opportunity to supplement its technical offer.

**2.12. STEP TWO PROCEDURES**

Upon completion of evaluation of Technical Proposals, qualified bidders will be notified and GPA will proceed with Step Two of the multi-step bid. GPA shall return the Price Proposal Packages submitted by BIDDERS whose Technical Proposals did not qualify for Step Two.

**2.12.1. Opening of Price Proposals**

Each selected BIDDER from the Qualified Bidders list will be notified of the Price Proposal Opening date. BIDDERS may be present during the Bid Opening.

**2.12.2. Proposal Changes During Bid Process**

No changes may be made between Notification of Acceptable Proposal and Price Proposal Opening date.

**2.12.3. Proposal Validity**

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 Price Proposal Opening Date 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.

**2.12.4. Preliminary Examination of Price Proposal**

GPA will examine the Price Proposal on the opening date to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Priced Offers are generally in order.

Arithmetical errors will be rectified on the following basis:

- If there is discrepancy between the unit price and the total price, including any discounts, that is obtained by multiplying the unit priced and quantity, the unit price shall prevail and the total price shall be corrected.
- If the Bidder does not accept the correction of the error, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

**2.12.5. Evaluation Criteria and Comparison of Priced Offers**

GPA will evaluate and compare the Priced Offers for Bidder's Technical Proposals that were determined during Step One to be responsive to the tender document requirements. The Scoring Mechanism is further explained in [Section 4](#).

**2.13. Award of Contract**

The contract will be awarded to the BIDDER evaluated as being qualified and with the best-priced proposal for the FIVE (5) year contract period. GPA reserves the right to make multiple awards, partial awards, award by site location, or award in whole, whichever may be most advantageous to the Authority.

The successful BIDDER will be notified by GPA through official written correspondence of the intent to award the contract (Notice of Intent to Award). The written correspondence may be sent by GPA via official letter, e-mail and fax.

The BIDDER will be required to send to Guam, within fourteen (14) days of the date of receipt of such notice, a representative or representatives with proper Power-of-Attorney for the purpose of executing a contract with such alterations or additions thereto as may be required to adopt such contract to the circumstances of the proposal. The successful BIDDER shall provide the required Performance Bond within fourteen (14) working days of receipt of the GPA Notice of Intent to Award.

Failure on the part of the successful BIDDER to provide a Performance Bond and/or to enter into a contract with GPA shall be sufficient grounds for the annulment of the award. GPA may determine the bidder to be non-responsive to the bid, and may proceed with sending a Notice of Intent to Award to the next most qualified BIDDER.

#### **2.14. Bid Bond and Performance Bond Requirements**

##### **2.14.1. Performance Bond Form, Amount and Duration**

The required performance bond shall be in the form as prescribed in Volume III- Appendix B. At the beginning of the CONTRACT and at the beginning of each GPA Fiscal Year during which the CONTRACT is in effect, the CONTRACTOR shall provide and maintain a performance bond in the amount of **fifteen percent (15%) of the annual contract cost** for that full or partial fiscal year within the term of the contract. If the CONTRACTOR is declared by GPA to be in default under the CONTRACT, GPA may exercise any or all rights and remedies it possesses under the provisions of the performance bond. The GPA Fiscal Year begins on October 1 and ends on September 30 of the following calendar year.

##### **2.14.2. Performance Bond Execution by a Guam Licensed Surety Company**

The CONTRACTOR shall provide a Performance Bond executed by a surety company licensed to do business on Guam. A list of surety companies licensed to do business on Guam is provided in Volume III- Appendix C.

##### **2.14.3. Bid Bond Form and Amount**

A bid bond for an amount of **no less than One Hundred Fifty Thousand Dollars (US\$150,000.00)** is required and may be in the following form:

- a. Cash, Bank Draft 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;
- 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 Volume III- Appendix J.

## **2.15. General Proposal Guidelines and Requirements**

### **2.15.1. Amendments to the Bid Documents**

GPA may elect to change the IFB documents in whole or part. GPA shall send all Amendments to the IFB documents via fax and/or e-mail. In addition, GPA will make all Amendments available on the Internet at: <http://www.guampowerauthority.com/procurement/index.html> .

### **2.15.2. Proprietary Data**

For the purposes of this solicitation and submitted proposals, the laws, rules and regulations of Territory of Guam governing confidentiality shall govern. BIDDERS may designate those portions of the Proposal that contain trade secrets or other proprietary data that are to remain confidential.

The Procurement Officer or his designee shall examine the proposals to determine the validity of any request for nondisclosure of trade secrets and other proprietary data identified in writing. If the BIDDER and GPA do not agree as to the disclosure of data, the Procurement Officer or his designee shall inform the BIDDER in writing and in e-mail within five working days of the closing date for Proposal submittal what portions of the Proposal will be disclosed and that, unless the BIDDER protests under the Conditions of Contract Disputes clause the information will be so disclosed.

The proposal shall be opened to public inspection subject to any continuing prohibition of the disclosure of confidential data.

### **2.15.3. Acceptance of Proposals**

GPA reserves the right to reject any or all proposals and to waive minor informalities if it appears in GPA's best interest to do so. Any effort by a BIDDER to influence GPA in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal. Once GPA has arrived at a decision regarding the award of the contract, it will notify promptly the successful BIDDER through

official written correspondence, and shall include information advising the proponents of the timing of the bid milestones such as Contract Finalization, Awarding and Mobilization. Potential Bid Awardees shall await this notification from GPA prior to commencement of any Contract Terms Finalization.

**2.15.4. Solicitation Cancellation or Delay**

The Guam Power Authority reserves the right to delay award or to cancel the Invitation for Bid, or to reject all proposals or any individual proposal in whole or in part, at any time prior to the final award. When a bid is canceled, or rejected prior to final award, notice of cancellation or rejection shall be sent to all BIDDERS and all proposal materials will be promptly returned. The reasons for cancellation or rejection shall be made a part of the procurement file that is available for public inspection.

After opening, but prior to award, all proposals may be rejected in whole or in part when the Procurement Officer or his designee determines that such action is in the Territory's best interest for reasons including but not limited to:

- a) The supplies and services being provided are no longer required;
- b) The solicitation did not provide consideration of other factors of significance to the Territory;
- c) All otherwise acceptable proposals received have clearly unreasonable price/cost data;
- d) There is reason to believe that the proposals may not have been independently arrived at in open competition, may have been collusive and may have been submitted in bad faith;

Any individual proposal may be rejected in whole or in part when in the best interest of the Territory.

**2.15.5. Disqualification of BIDDER**

When, for any reason, collusion or other anticompetitive practices are suspected among BIDDERS, a notice of the relevant facts shall be transmitted to the Guam Attorney General. BIDDERS suspected of collusion or other anticompetitive practices may be suspended or debarred from participating in future procurement opportunities for a specified period.

**2.15.6. False Statements in Proposal**

BIDDERS must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in any proposal or bid is prescribed in 18 U.S.C. 1001 and Title 9, Guam Code Annotated. Note, by use of a digital signature to sign the proposal, the BIDDER agrees that this act legally binds the BIDDER to his proposal.



**2.15.7. Prohibition Against Gratuities, Kickbacks, and Favors to the Territory**

Pursuant to GCA 5 Section 5630 (c), this clause is conspicuously set forth to alert all parties in this procurement that *Guam Public Law Title 5 § 5630. Gratuities and Kickbacks* prohibits against gratuities, kickbacks and favors to the Territory.

**2.15.8. Restriction against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues**

GCA 5 §5253 Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues:

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the Government of Guam other than public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- (c) Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Requests for Proposals shall state all the conditions in § 5253(b).
- (d) Any contractor found in violation of § 5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

**SOURCE:** Added by P.L. 28-024:2 ((Apr. 21, 2005). Amended by P.L. 28-098:2 (Feb. 7, 2006).

### 3. REQUIRED FORMS AND SUPPLEMENTAL INFORMATION

GPA shall automatically disqualify any proposal submitted without the supplementary information and required forms listed below:

- A copy of the BIDDER's Articles of Incorporation or other applicable forms concerning business organization (i.e. partnership, sole proprietorship, etc.) and By-Laws;
- Audited financial information on BIDDER's firm for the last 3 years.
- Certificate of Good Standing to conduct business in jurisdiction of residence;
- Information regarding outstanding claims against the BIDDER;
- Required affidavits (Major Shareholders Disclosure; Non-Collusion; No Gratuities or Kickbacks; Ethical Standards; Declaration of Compliance with U.S. DOL's Wage Determination; Restriction Against Sex Offenders)
- Proposal Checklist
- Bid Bond
- A current Business License. Although it is not required in order to provide a Bid for this engagement, obtaining a Business License is a pre-condition for entering into a contract with the Authority.

The following forms and workbooks will be available on the GPA Website's Procurement Page, in *Volume III Appendices*. Appendices A, D, E, F, G, H, I, J, and K and the MS EXCEL Workbooks Qualitative Proposal Worksheet.xls and Price Proposal must be completed:

- Appendix A: Proposal Checklists
- Appendix B: Performance Bond
- Appendix C: List of Surety Companies Licensed To Do Business In Guam
- Appendix D: Major Shareholders Disclosure Affidavit
- Appendix E: Non-collusion Affidavit
- Appendix F: No Gratuities or Kickbacks Affidavit
- Appendix G: Ethical Standards Affidavit
- Appendix H: Declaration of Compliance with U.S. DOL's Wage Determination
- Appendix I: Restriction Against Sex Offenders
- Appendix J: Bid Bond Form and Instructions
- Appendix K: Local Procurement Preference Application
- Qualitative Proposal Worksheet.xls
- Price Proposal

**3.1. Technical Proposal Forms**

The following referenced forms shall be completed and submitted with the Proposal.

**3.1.1. Proposal Checklists**

The BIDDER shall complete Form A-1 by acknowledging the receipt of the Invitation for Bid Documents received from Guam Power Authority, including the latest IFB Amendments received. Acknowledgement of receipt shall be given by signing or putting an initial beside each line item received. This Form is an acknowledgement of receipt, review and understanding of the IFB documents.

During the submission of the Proposals, the BIDDER shall complete Form A-2. This Form provides an inventory of documents submitted by the BIDDER in response to the Proposal requirements.

**3.1.2. Major Shareholders Disclosure Affidavit**

The BIDDER shall fill out the Major Shareholders Disclosure Affidavit form in Appendix D and submit it with its Proposal.

**3.1.3. Non-collusion Affidavit**

The BIDDER shall fill out the Non-Collusion Affidavit form in Appendix E and submit it with its Proposal.

**3.1.4. No Gratuities or Kickbacks Affidavit**

The BIDDER shall fill out the No Gratuities or Kickbacks Affidavit Form in Appendix F and submit it with its Proposal.

**3.1.5. Ethical Standards Affidavit**

The BIDDER shall fill out the Ethical Standards Affidavit Form in Appendix G and submit it with its Proposal.

**3.1.6. Declaration of Compliance with U.S. DOL's Wage Determination**

The BIDDER shall fill out the Declaration of Compliance with U.S. DOL's Wage Determination Affidavit Form in Appendix H and submit it with its Proposal.

**3.1.7. Restriction Against Sex Offenders**

The BIDDER shall complete the form, *Restriction against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property* (Appendix I) and submit it as part of the Technical Proposal.

**3.1.8. Bid Bond Form**

As stated in [Section 2.14.3](#), if a BIDDER desires to submit a bid bond with an acceptable bonding company, the BIDDER must submit original copies of Volume III- Appendix J.

**3.1.9. Local Procurement Preference Application**

The BIDDER shall fill out and sign the Local Procurement Preference Application in Appendix K and submit it with the Technical Proposal.

**3.2. Qualitative Proposal Workbook**

The BIDDER shall complete the Qualitative Proposal Workbook in accordance with the instructions given in the workbook's Instructions tab. The workbook shall be submitted as part of the Technical Proposal.

**3.3. Price Proposal Form**

The qualified BIDDERS shall provide prices/costs in U.S. Dollars. BIDDERS are required to furnish a BID PRICE OFFER as specified in the PRICE PROPOSAL FORM. BID PRICE OFFER for optional contract years may also be provided; doing so allows GPA to calculate the cost of the contract should it be extended.

**4. PROPOSAL SCORING MECHANISM****4.1. Overview**

GPA will use the Proposal Scoring Mechanism described in this Section of the Invitation for Bid (IFB) to qualify BIDDERS for the participation in the final bid stage. The Proposal Scoring Mechanism provides 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. The IFB proposal evaluation shall be based on such specifications and based on the relative ranking of each BIDDER's qualifications.

**4.2. Qualitative Proposal Evaluation**

The qualitative proposal scoring is designed to assess the quality of the BIDDER's resources, skills, comprehensiveness and responses to specific questions or requirements. GPA may elect to have up to five (5) evaluators for this IFB. Each evaluator shall assess and review the Bidder's Technical Proposal documents. 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.

The instructions for filling out the Qualitative Proposal Scoring Workbook are listed in the **Proposal Instructions** tab in the Workbook. The BIDDER must complete all entries in the **Part 1- Qual Support References** tab of the Workbook. The tab, **CONTRACTOR Qualifications Checklist** is automatically populated once BIDDER completes all entries in **Part 1- Qual Support References**. Each GPA evaluator will be provided a copy of Part 1 – Qual Support References as well as the BIDDER's technical proposal materials. Evaluators shall review and evaluate BIDDER responses in **Part 1- Qual Support References** worksheet tab, and fill out the **Part 2 – Qual Eval Scoresheet** tab using the following steps:

- 1) Each evaluator shall review BIDDER's response to each question on the **CONTRACTOR Checklist** Items. The Evaluator shall be guided by information provided by the bidder regarding location of responses to each question in **Part 1 – Qual Support References** tab.
- 2) In **Part 2 – Qual Eval Scoresheet tab**, Evaluator shall assign a Raw Rating Score for each BIDDER's response to each question. The Evaluator shall be guided by the Checklist Weight and Proposal Scoring Information provided in the **Proposal Scoring Information** tab.
- 3) Each evaluator shall determine BIDDER's weighted average raw score using pre-specified weights for each question. **Part 2 – Qual Eval Scoresheet** tab has been formatted to automatically populate the Evaluated **CONTRACTOR Qualifications** Score.

The evaluators will use the supporting information on Price Proposal Worksheet. The Total Qualitative Points for a 100% Score is specified in the **Proposal Scoring Information** tab and **CONTRACTOR Qualifications Checklist** tab. Each GPA evaluator will analyze the contents of the Proposals and categorize the Proposals as:

- Acceptable: Score  $\geq 80\%$
- Potentially Acceptable, that is reasonably susceptible of being made Acceptable:  $80\% > \text{Score} \geq 75\%$
- Unacceptable: Score  $< 75\%$ .

A percent score of less than 75% indicates that a GPA evaluator has determined that the BIDDER has not supplied sufficient evidence of qualifications and should not be allowed to participate in Step 2 – Price Proposal.

After each GPA evaluator, has completed the evaluation and scoring of BIDDERS, GPA shall complete the Table below. The Procurement Officer will enter for each GPA evaluator and BIDDER one and only one of the following in the appropriate table cell below:

- Acceptable
- Potentially Acceptable
- Unacceptable.

The Procurement Officer or his designee may initiate Step Two if there are sufficient acceptable Unpriced Technical Proposals to assure effective price competition in the second phase without technical discussions. If the majority of the GPA evaluators rate the BIDDER as Acceptable, that BIDDER is determined to be Qualified and will be allowed to participate in Step 2– Price Proposal.

If the Procurement Officer or his designee finds that such is not the case, the Procurement Officer or his designee shall issue an amendment to this Invitation for Bid or engage in technical discussions with BIDDERS who are rated by a majority of the GPA evaluators as Acceptable or Potentially Acceptable. During the course of such discussions, the Procurement Officer or his designee shall not disclose any information derived from one Technical Proposal to any other BIDDER.

Once discussions are begun, any BIDDER who has been notified that its Offer has been finally found acceptable may submit supplemental information amending its Technical Proposal at any time. Such submission may be made at the request of the Procurement Officer or upon the BIDDER's own initiative.

BIDDERS who are rated by the majority of the GPA evaluators as Unacceptable is determined to be Not Qualified and will not be allowed to participate in Step 2– Price Proposal. The Procurement Officer shall record in writing the basis for finding a Bidder Not Qualified and make it part of the procurement file.

Table 1. Final Evaluation of Bidder Qualification

GPA Evaluator	BIDDER 1	BIDDER 2	BIDDER 3	BIDDER 4	BIDDER 5
1					
2					
3					
4					
5					

#### 4.3. Price Proposal Evaluation

The contract will be awarded to the BIDDER evaluated as being qualified and with the best-priced proposal for the FIVE (5) year contract period. GPA reserves the right to make multiple awards, partial awards, award by site location, or award in whole, whichever may be most advantageous to the Authority.

### 5. CONDITIONS OF CONTRACT

#### 5.1. Definitions

Wherever used in these General Conditions or in the other Contract Documents, the terms used have the meanings indicated which are applicable to both the singular and plural thereof.

#### 5.2. Accounting

For accounting purposes and for use in establishing property records, GPA may require CONTRACTOR to provide a reasonable price breakdown of the total price into separate prices applying to the individual items supplied under the Agreement.

#### 5.3. Documentation

GPA shall have the right to reproduce any prints, or other data or documents received from CONTRACTOR.

#### 5.4. Language and Trade Terms

All communications, documents, and execution of services hereunder, unless otherwise designated, shall be in the English language. INCOTERMS (International Rules for the Interpretation of Trade Terms)

published by the International Chamber of Commerce in 1980 and any subsequent revisions thereto shall govern interpretation of trade terms in the Contract Documents

**5.5. Release of Information**

The CONTRACTOR shall not release any information including the contract price concerning this project or any part thereof in any form, including advertising, news releases, or professional articles, without written permission of GPA.

**5.6. Limitations of Clause**

Nothing herein contained shall excuse the CONTRACTOR from compliance with any rules of law precluding GPA and its officers and any CONTRACTORS from acting in collusion or bad faith in issuing or performing change orders that are clearly not within the scope of the contract.



# **Invitation for Multi-Step Bid**

**GPA-006-18**

**DIESEL FUEL OIL NO. 2**

**DELIVERY SERVICES**



**Volume II**

**CONTRACT**

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**CONTRACT**

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**(CONTRACTOR)**

**GUAM POWER AUTHORITY**

**2017**

**MULTI-STEP BID NO.: GPA-006-18**

**DIESEL FUEL OIL NO.2**

**DELIVERY SERVICES**

## FORMAL CONTRACT

This Agreement and Formal Contract (“Contract”), is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2017 by and between:

\_\_\_\_\_, hereinafter referred to as “**CONTRACTOR**”, with its principal address at \_\_\_\_\_;

- and -

**GUAM POWER AUTHORITY**, hereinafter referred to as the “**Authority**” or “**GPA**”, a Public Corporation with its office located at the Gloria Nelson Public Service Complex, Fadian Mangilao Guam;

## R E C I T A L S

**WHEREAS**, the current services contract for the delivery of Diesel Fuel Oil No.2 will expire on December 31, 2017; and

**WHEREAS**, the current services contract for the delivery of Diesel Fuel Oil No.2 is extended by six (6 months) until June, 2018; and

**WHEREAS**, **GPA** sought to procure a new **CONTRACTOR** for the delivery of Diesel Fuel Oil No.2 to the with the following GPA plant site locations: (1) **Cabras 1&2 and MEC 8&9**; (2) **Tenjo Vista**; (3) **Manenggon and Talofofu**; (4) **TEMES CT**; (5) **Dededo CT and Macheche CT**; and (6) **Yigo CT, and Aggreko**; and

**WHEREAS**, GPA issued an Invitation for a Multi-Step Bid for the Delivery of Diesel Fuel Oil No.2 under Multi-Step GPA-006-18; and

**WHEREAS, CONTRACTOR** submitted a bid in response to the Invitation for Bid for the Diesel Fuel Oil No.2 Delivery Services; and

**WHEREAS, GPA**, upon evaluation of the submitted bid proposals, determined that **CONTRACTOR** is the lowest responsive and responsible bidder for the following GPA plant locations:  
\_\_\_\_\_; and

**WHEREAS**, the Guam Consolidated Commission on Utilities (CCU) and the Guam Public Utilities Commission (PUC) has determined that the **CONTRACTOR** is the preferred option for **GPA** to deliver the Diesel Fuel Oil No.2 requirements for the Authority for those plant locations.

**NOW, THEREFORE**, in consideration of the above premises and the mutual promises set forth herein and the terms and conditions hereinafter set forth and for other good and valuable consideration, receipt of which is hereby acknowledge; **CONTRACTOR** and **GPA** hereby agree as follows:

## **SECTION 1. DEFINITIONS**

“\$” refers to currency in U.S. dollars.

“ASTM” means the American Society for Testing and Materials, a recognized organization providing globally- accepted standard testing and evaluation methods for petroleum.

“API” means the American Petroleum Institute, a recognized organization providing globally

accepted petroleum procedures.

**“Barrel”** means a volume equivalent to 42 U.S. Gallons.

**“Contract”** means this written agreement between **GPA** and **CONTRACTOR** covering the Delivery of Diesel Fuel Oil No.2 and any other Contract Documents either attached to the Agreement or made a part thereof by reference therein.

**“Contract Documents”** means the Contract, Bonds (where required), these General Conditions, any Supplementary Conditions, the Specifications, and any other documents specifically identified in the Contract, together with all Modifications issued after execution of the Contract.

**“Contracting Officer”** means the General Manager of the **GPA** and shall include his authorized representatives.

**“CONTRACTOR”** means the party which has duly entered into this Contract with **GPA** to perform the work herein contemplated or his or their authorized assignee.

**“Day”** means a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

**“Month”** means a calendar month.

**“Year”** means a calendar year.

**“Delivery Time”** means the total number of hours or days or the dates stated in this Agreement for furnishing the Diesel Fuel Oil No.2.

**“General Manager”** means the Chief Executive Officer of **GPA**. The office and title of General Manager shall apply to any person acting in a regular or in an acting capacity as the Chief Executive Officer of **GPA**.

**“Notice”** means and includes all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with Contract requirements. Any written notice by either party to the Contract shall be sufficiently given if delivered to or at the last known business

address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box and file the same with the Contracting Officer.

**“Procurement Officer”** means the General Manager or the General Manager’s designee.

**“PURCHASER”** means **GPA**.

**“Seller”** means the **CONTRACTOR**.

**“Territory”** means the Territory of Guam.

**“OPA’90”** means the Oil Pollution Act of 1990 enacted by the U.S. Congress.

**“Metric Ton”** means unit of mass equal to 1,000 kilograms (2,205 pounds)

**“Diesel Fuel Oil No.2”** means a liquid hydrocarbon product satisfying the specifications in [Section 8](#) and [Schedule A](#).

**“Gallon”** means a U.S. standard gallon of 231 cubic inches at sixty degrees Fahrenheit.

**“CCU”** means the Guam Consolidated Commission on Utilities.

**“PUC”** means the Guam Public Utilities Commission.

**“COA”** means Certificate of Analysis or Quality Certificate, a formal document recording the CONTRACTOR’s laboratory determination of quality of a particular sample which represents a specific delivery, said laboratory determinations having been performed in accordance with the test methods specified in [Schedule A](#).

**“Independent Inspector”** means a qualified third-party petroleum inspection contractor acceptable to both parties providing petroleum sampling, measurement and other services before, during and after a delivery.



**“Receiving Facility”** means any of GPA’s generating facilities, storage facilities and/or other facilities used to receive, transport, store, or otherwise handle the Diesel, and/or ULSD located on the island of Guam as designated by GPA.

**“ULSD”** means Ultra-Low Sulfur Diesel produced in conformity with the provisions of the quality in the Specification which are set forth in [Schedule A](#).

## SECTION 2. CONTRACT TERM

The Contract term shall be for FIVE (5) years to commence on or about July 01, 2018 and shall continue until midnight of June 30, 2023.

## SECTION 3. CONTRACT PRICE

The **CONTRACT PRICE** shall be the **FIXED SERVICE FEE** in U.S. dollars per Gallon (\$/gal) for all deliveries of Diesel Fuel Oil No.2 to the **GPA** plants shall be inclusive of all costs and liabilities required to fulfill the contract.

The **FIXED SERVICE FEE** for all deliveries of Diesel Fuel Oil No.2 to certain GPA Plants identified on [Schedule B](#) hereto shall be as follows:

<b>CONTRACT PRICE</b>	<b>1<sup>st</sup> year</b> \$/gallon (in 3 decimals)	<b>2<sup>nd</sup> year</b> \$/gallon (in 3 decimals)	<b>3<sup>rd</sup> yr</b> \$/gallon (in 3 decimals)	<b>4<sup>th</sup> yr</b> \$/gallon (in 3 decimals)	<b>5<sup>th</sup> yr</b> \$/gallon (in 3 decimals)
<b>FIXED SERVICE FEE</b>					

## SECTION 4. DIESEL FUEL OIL NO.2 DELIVERY

**CONTRACTOR** agrees to deliver and **GPA** agrees to accept and pay for all of **GPA's** Diesel Fuel Oil No.2 delivery requirements for the power generating plants in Guam identified in [Schedule B](#) on an “As Needed Basis” as determined by **GPA** for the term of the Contract.

**CONTRACTOR** shall own, lease or have the right to use tanker trucks and other facilities sufficient to meet **CONTRACTOR**'s obligations under this Contract. Cost for the use of such resources shall be borne by the **CONTRACTOR**.

The **estimated** total Diesel Fuel Oil No.2 delivery requirement is listed in [Schedule B](#). This information is provided as reference material only. Although every attempt has been made to ensure its accuracy, GPA makes no guarantees that these quantities will be achieved but they may be exceeded. GPA expressly disclaims any liability whatsoever arising from reliance or non-reliance of the data provided.

Actual quantities may vary depending on the dispatching of the plants. The estimated Diesel Fuel Oil No.2 requirement provided herein are only approximate values and is subject to change. **GPA** shall reasonably notify the Contractor for any changes in the estimated Diesel Fuel Oil No.2 requirements.

The first delivery of Diesel Fuel Oil No.2 pursuant to the Contract is anticipated to be on or about **July 01, 2018**.

The **CONTRACTOR** shall be available to deliver the Diesel Fuel Oil No.2 to the point of delivery as designated by **GPA** within twenty-four hours (24 hrs) notice or less of receiving a request. **CONTRACTOR** must be available to receive and accept delivery requests daily, including weekends and holidays. The **CONTRACTOR** shall provide transfer pumps at its delivery trucks and/or whatever else may be necessary to deliver Diesel Fuel Oil No.2 to **GPA** plant storage tanks to the height of 45 feet. Diesel Fuel Oil No.2 deliveries shall be on an "on call" basis. **CONTRACTOR** must closely coordinate with the plants and shall exercise its best efforts to deliver Diesel Fuel Oil No.2 to **GPA** to meet operational requirements regardless of the estimates provided by **GPA**.

## **SECTION 5. TITLE, CUSTODY AND RISK OF LOSS**

Title to the Diesel Fuel Oil No.2 shall remain with **GPA**.

### **a. Delivery by Pipeline transfer**

All risk of loss, cost and liabilities shall pass from **GPA** to the **CONTRACTOR** when the Diesel Fuel Oil No.2 has passed the **GPA** pipeline flange connecting the **CONTRACTOR**'s pipeline flange.

**b. Delivery by Tanker Truck.**

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.

**SECTION 6. TERMS OF PAYMENT**

Invoices for Diesel Fuel Oil No.2 delivery services pursuant to quantity (Diesel Fuel Oil No.2 receipts) and quality prescribed under the terms of this contract shall be submitted no more than 1 week after each delivery, based on the number of Gallons of Diesel Fuel Oil No.2 delivered to GPA. The invoices must be supported by Diesel Fuel Oil No.2 Bill of Lading (BOL) or delivery tickets including a receipt acknowledgement from a GPA representative. The payment terms are 30 days (net) beginning on the date the invoice is received by the GPA accounts payable section. All payments shall be based on the delivered quantity, corrected to volume (net) at 60 °F.

**SECTION 7. WARRANTY AND CLAIMS**

**CONTRACTOR** agrees, represents and warrants as follows:

**CONTRACTOR** warrants that it has the facilities sufficient to meet **CONTRACTOR's** obligations under this Contract. Such facilities shall include, but not limited to tanker trucks and other resources. Cost for the use of such resources shall be borne by the **CONTRACTOR**.

If the Diesel Fuel Oil No.2 fails to meet the specifications herein, **CONTRACTOR** shall be liable for any direct damages resulting therefrom. **CONTRACTOR** shall be solely responsible for any damages caused by the **CONTRACTOR** or its agents during the process of Diesel Fuel Oil No.2 delivery.

Claims against the **CONTRACTOR** for direct costs incurred on account of its negligent actions shall be given in writing together with all supporting documents, invoices and correspondence by GPA within thirty days (30) from date of delivery of Diesel Fuel Oil No.2 as specified in [Section 4](#).

**SECTION 8. PRODUCT AND QUALITY**

The Diesel Fuel Oil No.2 delivered to GPA shall have the physical and chemical characteristics as described in [Schedule A](#).

Test Methods shall be in conformance with the prescribed procedures set forth by the American Society for Testing and Materials (ASTM) Standards for Petroleum Products, Lubricants, and Fossil Fuels, or alternative tests acceptable and subject to prior authorization by **GPA**.

## **SECTION 9. QUANTITY AND QUALITY ASSURANCE**

Loading rack and metering system at the Tristar Terminal shall be utilized to determine the quantity of Diesel Fuel Oil No.2 delivered by tanker truck to **GPA**. Quantity of product delivered by **CONTRACTOR** to the GPA plants shall be determined at the time of each delivery by **CONTRACTOR**, converted in each instance to volume at 60 degrees Fahrenheit by the automated rack control system and shall be the basis for the Bill of Lading (BOL).

### **a. Use of CONTRACTOR's Storage Tank and Loading Rack**

In the event that **CONTRACTOR** shall use its storage tank to transfer product from the **GPA** bulk storage tank, quantity determination of product transferred by the **CONTRACTOR** by pipeline from the **GPA** bulk storage shall be determined at the time of each transfer by the Independent Inspector gauging the **GPA** bulk storage tank and **CONTRACTOR** receiving tanks before and after delivery. Cost shall be borne by the **CONTRACTOR**.

**CONTRACTOR** shall also test the product in its storage tank without additional cost to GPA.

Quantity shall be corrected to the volume at sixty degrees Fahrenheit. Conversion shall be made in accordance with the ASTM-IP Petroleum Measurement Tables (IP-200), Table 6B (latest edition).

Quantity certification prepared by independent inspector shall be final and binding upon both parties.

**CONTRACTOR**, at its sole expense, shall utilize its own loading rack and metering system to determine the quantity of Diesel Fuel Oil No.2 delivered by tanker truck to **GPA**. Quantity of product delivered by **CONTRACTOR** at **CONTRACTOR's** nominated tanker truck(s) to the GPA plants shall be determined at the time of each delivery by **CONTRACTOR**, converted in each instance to volume at 60 degrees Fahrenheit by the automated rack control system and shall be the basis for the Bill of Lading (BOL).

**CONTRACTOR** shall have such meters calibrated no less than annually or as required and agreed by **CONTRACTOR** and **GPA**. **CONTRACTOR** shall furnish **GPA** a copy of the certificate of newly calibrated meter(s) within 10 days after the calibration date. 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 **GPA**.

BOL quantities shall be deducted from the quantity of product withdrawn by the **CONTRACTOR** in the **GPA** bulk storage. Any undelivered product withdrawals shall be returned to **GPA** or issued a credit invoice equivalent to the cost of the undelivered product.

Appropriate Certificate of Analysis (COA) reports shall also accompany each delivery and must be presented to the **GPA** receiving facility. Quality must conform with the requirements specified under [Section 8](#) and [Schedule A](#) as a condition for acceptance of delivery.

In the event of a dispute over the quality of Diesel Fuel Oil No.2 received by **GPA**, an inspection of Diesel Fuel Oil No.2 will be conducted by an appointed third party inspector mutually acceptable to **GPA** and the **CONTRACTOR**.

**CONTRACTOR**, at its own expense, is required to install security seals on valves and compartments of the delivery tanker trucks after Diesel Fuel Oil No.2 loading is completed. Seals shall remain intact upon inspection by the **GPA** receiving facility. Seal numbers shall be recorded in the delivery receipt and initialed by an authorized terminal representative. **GPA** reserves the right to reject deliveries with tampered or missing seals.

**CONTRACTOR** shall provide a comprehensive summary of the Diesel Fuel Oil No.2 delivery reports. **CONTRACTOR** shall tailor its reports to **GPA**'s needs. **CONTRACTOR** shall submit copy(ies) of all Certificates of Analysis (COA) for the delivery month. Reports shall be submitted to the **GPA** within five (5) working days after each report month. **CONTRACTOR** shall also submit other reports and/or documentations that is relevant to the contract as may be required by the Authority.

**SECTION 10. QUANTITY DETERMINATION**

In the event of the variances between the BOL quantity and the GPA plant receipts, The **AUTHORITY** shall pay (absorb) a quantity shortfall up to ONE-FOURTH PERCENT (0.25 %) of the gallons established quantity; shortages beyond the 0.25% tolerance shall be covered by the **CONTRACTOR**.

**GPA** reserves the right to require the intervention of a third party independent inspector for quantity determination. Such inspector shall be mutually acceptable to **GPA** and the **CONTRACTOR**. Cost shall be borne by the **CONTRACTOR**. All quantities shall be corrected to volume at sixty degrees Fahrenheit (60 °F) in accordance with the ASTM-IP Petroleum Measurement Table, Table 6B, the latest edition published shall be applicable.

Quantity certification prepared by independent inspector shall be final and binding upon both parties.

**SECTION 11. GOVERNMENT LAWS AND REGULATIONS**

**CONTRACTOR** shall at all times comply with all applicable laws and regulations of the Territory of Guam and the Federal Government and their respective agencies.

**SECTION 12. PERMITS AND RESPONSIBILITIES**

The **CONTRACTOR** shall, without additional expense to **GPA**, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal and Territorial laws, codes and regulations necessary for performance of the Contract by **CONTRACTOR**.

**SECTION 13. FORCE MAJEURE**

No failure or omission by either party to carry out or to observe any of the terms, provisions or conditions of the Contract shall, except in relation to obligations to make payments under the Contract, give rise to any claim by one party against the party in question or be deemed to be a breach of the Contract if such failure or omission arises from any cause reasonably beyond the control of the party, including but without prejudice to the generality of the foregoing:

- (a) War, etc. War, hostilities, acts of public enemy or belligerents, sabotage, blockade, revolution, insurrection, riot or disorder;
- (b) Restraints. Arrest or restraint of princes, rulers or peoples;
- (c) Confiscation. Expropriation, requisition, confiscation or nationalization;
- (e) Regulations. Interference by restriction or onerous regulations imposed by civil or military authorities, whether legal or de facto and whether purporting to act under some constitution, decree, law or otherwise;
- (f) Acts of God. Acts of God, fire, frost or ice, earthquake, storm, lightning, tide, tidal wave, or peril of the sea, accident of navigation or breakdown or injury of vessels;
- (i) Strikes. Epidemics, quarantine, strikes or combination of workmen, lockouts, or other labor disturbances;
- (j) Explosions. Explosion, accidents by fire or otherwise to wells, pipes, storage facilities, refineries, installations, machinery;
- (k) Taking by Government. Unavailability of Diesel Fuel Oil No.2 to deliver because of the election of the government of the country of its origin to take royalty product in kind;
- (l) Other Events. Any event, matter or thing wherever occurring and whether or not of the same class or kind as those set forth, which shall not be reasonably within the control and without the fault or negligence of the party affected thereby.

No failure or omissions to carry out or to observe any of the terms, provisions or conditions of the Contract shall give rise to any claim by one party against the other, or be deemed to be a breach of the Contract from the time of and to the extent occasioned by the Force Majeure, not from the date of notice of the Force Majeure is received.

#### **SECTION 14. NOTICE TO OTHER PARTY**

Either party whose obligations may be affected by any of the forces or causes set out in [Section 13](#), supra, shall promptly notify the other party in writing, giving full particulars thereof as soon as possible

after the occurrence of such force or cause. Such party shall exercise due diligence to remove such cause with all reasonable dispatch and to resume performance at the earliest practicable time.

## **SECTION 15. PAYMENT REQUIRED**

Notwithstanding the provisions of [Section 13](#), supra, **GPA** shall not be relieved of any obligation to make payments for any Diesel Fuel Oil No.2 delivered to **GPA** tanks hereunder; however, during the force majeure condition the obligation shall be suspended, except for deliveries of Diesel Fuel Oil No.2 made prior to the force majeure condition.

## **SECTION 16. ALTERNATE DELIVERY**

In the event **CONTRACTOR** is unable to fulfill its obligations under this Contract as a result of [Section 13](#), supra, or if **CONTRACTOR** will be unable to deliver at the time needed, **CONTRACTOR** shall seek an alternative delivery source so long as such condition shall exist.

In the event **CONTRACTOR** is unable to fulfill its obligations under this Contract as a result of any negligence on the part of the **CONTRACTOR**, **CONTRACTOR** shall seek an alternative delivery source so long as such condition shall exist, without additional cost to **GPA**.

**GPA** may at its sole discretion seek an alternative delivery source so long as such condition of negligence shall exist. If the cost of delivery during such period of negligence shall exceed the Contract price as provided in [Section 4](#), the **CONTRACTOR** shall be liable to **GPA** for the difference, which may be taken from the Performance Bond.

## **SECTION 17. RESUMPTION OF PERFORMANCE**

If **CONTRACTOR** is prevented from delivering or **GPA** is prevented from receiving all or any Diesel Fuel Oil No.2 to be delivered under the Contract for the reasons which fall within the provisions of Section 13, supra, then the party so prevented shall, as to the remainder of the Diesel Fuel Oil No.2 not affected thereby, promptly resume performance of the Contract. No curtailment or suspension of deliveries or payment under the causes listed in [Section 13](#), supra, shall operate to extend the term of



or terminate the Contract unless the occurrence of force majeure will materially impair, for an indefinite period of time, the parties' ability to perform the Contract.

## **SECTION 18. GOVERNING LAW AND DISPUTES**

- (a) All controversies between **GPA** and the **CONTRACTOR** which arise under, or are by virtue of, this Contract and which are not resolved by mutual agreement, shall be decided by **GPA** pursuant to Guam Procurement laws and regulations.
- (b) **CONTRACTOR** may pursue applicable remedies under the Guam Procurement Law and regulations and the Government Claims Act.
- (c) The **CONTRACTOR** shall comply with any decision of **GPA** and proceed diligently with performance of this Contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Contract; provided, however, that in any event the **CONTRACTOR** shall proceed diligently with the performance of the Contract where the General Manager of **GPA** has made a written determination that continuation of work under the Contract is essential to the welfare of the Territory.

This Contract is made under, and shall be governed and construed in accordance with, the laws, statutes and regulations of the Territory of Guam, to the exclusion of all other legal systems. Wherever a term defined by the Uniform Commercial Code is used in the Contract the definition contained in the Uniform Commercial Code of Guam will control, unless otherwise specified.

The parties expressly submit to the jurisdiction of the Superior Court of the Territory of Guam, for the resolution of any dispute or difference or claims between the parties in connection with the Contract, and to service of process by registered mail. The **CONTRACTOR** agrees to accept the jurisdiction of the Superior Court of the Territory of Guam for the resolution of any claims including but not limited to, claims for consequential, special or punitive damages. Judgment upon any award rendered by the Superior Court of the Territory of Guam may be entered in any court of any country having jurisdiction, and such award shall be binding upon the parties. The **CONTRACTOR** waives all rights against **GPA** to claim consequential, special or punitive damages.

## **SECTION 19. CONTRACTOR'S INSURANCE**

**CONTRACTOR** shall not commence work under this Contract until he has obtained all insurance required under this section and such insurance has been approved by **GPA**, nor shall the **CONTRACTOR** allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

The **CONTRACTOR** shall provide a copy of their Insurance Policy to GPA within the period prescribed by **GPA**. All updates or revisions after contract commencement shall also be forwarded to **GPA**.

Failure on the part of the **CONTRACTOR** to provide the required documents and/or to enter into a contract with **GPA** shall be sufficient grounds for the annulment of the award. **GPA** may determine the bidder to be non-responsive to the bid, and may proceed with sending a Notice of Intent to Award to the next most qualified BIDDER.

### **A. WORKMEN'S STATUTORY COMPENSATION INSURANCE AND EMPLOYER'S**

**LIABILITY INSURANCE:** The **CONTRACTOR** shall take out and maintain during the life of this Contract the applicable statutory Workmen's Compensation Insurance with an insurance company authorized to write such insurance and in the applicable State or Territory covering all his employees, and in the case of any work sublet, the **CONTRACTOR** shall require the Subcontractor similarly to provide statutory Workmen's Compensation Insurance for the latter's employees. The **CONTRACTOR** shall secure and maintain, during the life of this Contract, Employer's Liability Insurance with a limit of \$500,000 with an insurance company authorized to write such insurance in all states or territories where the Contractor will have employees located in the performance of this Contract. **CONTRACTOR** shall provide a Waiver of Subrogation in favor of **GPA** via endorsement to the Workers Compensation policy.

### **B. COMMERCIAL GENERAL LIABILITY:**

1. The **CONTRACTOR** shall maintain, during the life of this Contract, such Commercial General Liability as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage, which may arise from operations under this Contract whether such operations be by himself or by any Subcontractor or anyone

directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided Liability Insurance shall be as follows:

Bodily Injury Limits:	\$ 1,000,000 Each Person
Property Damage Limits:	\$ 1,000,000 Each Occurrence
	\$ 2,000,000 Aggregate

2. The Commercial General Liability required by the preceding Subparagraph 1 shall include the following extensions of coverage:

- (a) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (b) Contractual Liability coverage shall be included.
- (c) Protective Liability coverage shall be included to protect the **CONTRACTOR** against claims arising out of operations performed by his Subcontractors.
- (d) Products Liability and/or Completed Operations coverage shall be included.
- (e) **GPA** shall be an additional insured on Commercial General Liability policy.
- (f) **CONTRACTOR** shall grant Waiver of Subrogation in favor of **GPA**.

#### **C. AUTOMOBILE LIABILITY INSURANCE:**

The **CONTRACTOR** shall take out and maintain during the life of the Contract, such Automobile Liability insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage, which may arise from the operations of any owned, hired or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this Contract. **GPA** shall be an additional insured on Auto Liability policy. **CONTRACTOR** will grant Waiver of Subrogation in favor of **GPA**. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury Limits:	\$ 1,000,000 Each Person
	\$ 1,000,000 Each Occurrence
Property Damage Limits:	\$ 1,000,000 Each occurrence

**D. POLLUTION LIABILITY INSURANCE:**

The **CONTRACTOR** shall take out and maintain during the life of the Contract, Pollution Liability Insurance with minimum limits of \$5,000,000 that provides coverage for third party bodily injury, third party property damage, and clean-up cost whether ordered by a government entity or not ordered by a government entity. Grant waiver of subrogation in favor of **GPA**. **GPA** is to be an additional insured.

**E. EXCESS LIABILITY**

Excess Liability with limits of \$5,000,000. **GPA** shall be an additional insured. **CONTRACTOR** shall grant Waiver of Subrogation in favor of **GPA**.

**F. CERTIFICATE OF INSURANCE:**

The **CONTRACTOR** shall furnish **GPA** with two (2) copies of a Certificate of Insurance evidencing policies required in Paragraphs B, C, D, E, and F above. Such certificates shall specifically indicate that the Commercial General Liability Insurance includes all extensions of coverage required in Paragraph C., Subparagraph 2. above. Such certificate shall specifically state that the insurance company or companies issuing such insurance policies shall give **GPA** at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Contract, the **CONTRACTOR** shall furnish a Certificates of Insurance evidencing renewal of such coverage to **GPA**. The Certificates of Insurance shall clearly show this Contract number.

The **CONTRACTOR** shall provide a copy of their Insurance Policy to **GPA** as part of the bid requirements. All updates or revisions after contract commencement shall also be forwarded to **GPA**.

**G. SUBCONTRACTOR'S INSURANCE:**

The **CONTRACTOR** shall require each of his Subcontractors to take out and maintain during the life of his Subcontract, the same insurance coverage required of the **CONTRACTOR** under Paragraphs B, C, D, E, and F above, including the extensions of coverage required under Paragraph C., Subparagraph 2, above. Each Subcontractor shall furnish to the **CONTRACTOR** two (2) copies of a Certificate of Insurance and such certificate shall contain

the same information required in Paragraph C. above. The **CONTRACTOR** shall furnish one (1) copy of the certificate to **GPA**.

#### **H. INSURANCE COMPANY AND AGENT:**

All insurance policies herein required of the **CONTRACTOR** shall be written by a company duly authorized to do business in the Territory where deliver under this Contract is being performed and be executed by some agent thereof duly licensed as an agent in said State or Territory.

### **SECTION 20. INDEMNITY**

**CONTRACTOR** shall indemnify and hold **GPA** harmless from all damages to persons or property or to receiving facilities and delivery facilities, regardless of ownership, including the cost of enforcement of the indemnity, actually and proximately caused by **CONTRACTOR** or its agents in making deliveries hereunder. **CONTRACTOR** shall be responsible for cleaning up any Diesel Fuel Oil No.2 spillage caused by it or its agent or **CONTRACTORS** during the process of Diesel Fuel Oil No.2 delivery. **CONTRACTOR** shall carry at all times appropriate levels of insurance as determined by **GPA** to cover any such damage. The **CONTRACTOR** shall ensure that any transportation owned or leased by the Contractor for deliveries under this agreement shall meet the requirements of the U.S. Oil Pollution Act of 1990 (OPA 90) and other regulatory agencies.

### **SECTION 21. TRANSPORTATION**

**CONTRACTOR** shall arrange for the transportation of the Diesel Fuel Oil No.2 to **GPA**. **CONTRACTOR** shall have the tanker truck fleet that is sufficient to meet **CONTRACTOR**'s obligations under this Contract.

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.

**CONTRACTOR** 's and **GPA**'s rights and duties under [Section 20](#) and [Section 21](#) do not supersede or control the provisions of Section 13 Force Majeure.

## **SECTION 22. FAILURE TO DELIVER**

If the **CONTRACTOR** refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure the timely delivery of Diesel Fuel Oil No.2 or commits any other substantial breach of this Contract, **GPA** may notify the **CONTRACTOR** in writing of the delay or non-performance and if not cured within THIRTY (30) days of the date of notification, **GPA** may terminate the Contract in whole or such part of the Contract as to which there has been a delay or a failure to properly perform. In the event of termination in whole or in part, **GPA** reserves the right to procure Diesel Fuel Oil No.2 delivery services from another source immediately upon issuance of such notification or whenever it deems appropriate.

## **SECTION 23. 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 of default, **CONTRACTOR** may, at its option, do either of the following:

- (a) Terminate the Contract forthwith or forthwith suspend delivery under the Contract until further notice, on notifying **GPA** orally or by notice in writing; or
- (b) Continue to deliver Diesel Fuel Oil No.2 and bring suit in the Superior Court of Guam for amounts past due and as they become due.

## **SECTION 24. FAILURE TO COMPLY WITH LAWS**

In the event the **CONTRACTOR** or any person or entity identified as principals in the offer submitted in connection with the bid shall be found by any court or administrative agency having jurisdiction over the subject matter of the violation, to have violated any law, rule or regulation in connection with **CONTRACTOR** 's performance of the obligations under the Contract in any manner whatsoever directly or indirectly which violation shall constitute a breach of the peace, or an act involving moral turpitude or otherwise constitute endangerment of the health, safety and welfare of the citizens of the Territory of Guam, **GPA** may at its sole discretion terminate this Contract upon THIRTY (30) days written notice.

## **SECTION 25. DEFAULT**

If a PARTY refuses or fails to perform any of its obligations under this Contract, the non-breaching PARTY shall notify the PARTY either by e-mail or in writing within thirty (30) days of the breach. If the PARTY does not remedy the breach within thirty (30) days after the date of notification, non-breaching PARTY may by giving notice to the other PARTY terminate the Contract in whole or suspend taking of delivery under the Contract.

In the event of partial termination or suspension under this provision, **GPA** reserves the right to procure Diesel Fuel Oil No.2 delivery from another source upon notification to **CONTRACTOR** either by e-mail or in writing. Diesel Fuel Oil No.2 to be procured shall be at the prevailing market price at the time of partial termination or suspension.

In the event of termination because of **GPA's** default, the **CONTRACTOR** shall not be liable for the difference between the Contract price and the prevailing market price at the time of termination.

## **SECTION 26. ATTORNEYS FEES**

Should a default by either party result in litigation, the successful party shall be entitled to recover its reasonable attorney's fees from the defaulting party.

## **SECTION 27. TERMINATION FOR CONVENIENCE**

### **(a) Termination.**

The delivery of Diesel Fuel Oil No.2 deliver under this Contract may be terminated by **GPA** in accordance with this clause in whole, or from time to time in part.

Any such termination shall be effected by delivery to the **CONTRACTOR** of a written Notice of Termination specifying the extent to which deliver of Diesel Fuel Oil No.2 under the Contract is terminated, and the Contract shall be terminated effective NINETY (90) days after receipt of notice by **CONTRACTOR**.

In the case of termination of this Contract, **GPA** shall reimburse the **CONTRACTOR** of all the expenses related to the period of the Performance Bond that were not used.

(b) **CONTRACTOR'S OBLIGATIONS.**

The **CONTRACTOR** shall incur no further obligations in connection with the terminated Diesel Fuel Oil No.2 delivery and on the date set in the Notice of Termination the **CONTRACTOR** will stop delivery of Diesel Fuel Oil No.2 to the extent specified. The **CONTRACTOR** shall also terminate outstanding orders and Contracts, if any, as they relate to the terminated Contract for Diesel Fuel Oil No.2 delivery. The **CONTRACTOR** shall settle the liabilities and claims arising out of the termination of orders and Contracts, if any, connected with the terminated Diesel Fuel Oil No.2 delivery. **GPA** may direct the **CONTRACTOR** to assign the **CONTRACTOR'S** right, title and interest under the terminated orders or Contracts to **GPA**. The **CONTRACTOR** must still deliver Diesel Fuel Oil No.2 where delivery is not terminated by the Notice of Termination and may incur obligations as are necessary to do so.

(c) **Compensation.**

- (1) The **CONTRACTOR** shall submit a termination claim specifying the amounts due because of the termination for convenience. If the **CONTRACTOR** fails to file a termination claim within ONE (1) year from effective date of termination, **GPA** may pay the **CONTRACTOR**, if at all, an amount set in accordance with subparagraph (3) of this paragraph.
- (2) **GPA** and the **CONTRACTOR** may agree to a settlement provided the **CONTRACTOR** has filed a termination claim supported by cost or pricing data to the extent required by Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by **GPA**, the proceeds of any sales of supplies and manufacturing materials under the Uniform Commercial Code of Guam, and the Contract price of the Diesel Fuel Oil No.2 delivery not terminated.
- (3) Absent complete agreement under subparagraph (2) of this paragraph, **GPA** may pay the **CONTRACTOR** the following amounts, provided payments agreed to under subparagraph (2) shall not duplicate payments under this subparagraph:
  - (i) Contract prices for delivery of Diesel Fuel Oil No.2 services accepted under the Contract by **GPA**;
  - (ii) Costs incurred in preparing to perform and performing the terminated portion of



the delivery of Diesel Fuel Oil No.2 plus a fair and reasonable profit on such portion of the delivery (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted Diesel Fuel Oil No.2 delivery services; provided, however, that if it appears that the **CONTRACTOR** would have sustained a loss if the entire Contract would 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 thereunder, 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 Code.

## **SECTION 28. REMEDIES CUMMULATIVE**

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.

## **SECTION 29. COVENANT AGAINST CONTIGENT FEES**

The **CONTRACTOR** warrants no person or selling agency has been employed or retained to solicit or secure the Contract upon agreement or understanding for a commission, percentage, brokerage, or

contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the **CONTRACTOR** for the purpose of securing business. For breach or violation of this warranty, **GPA** shall have the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **SECTION 30. NOTICE**

Except as otherwise expressly specified herein, any notice to be given hereunder by either party to the other shall be deemed sufficiently given if in writing and enclosed in an envelope properly stamped and addressed to the party at the address set forth in this section, and deposited in the United States mail. Either party may change its address by giving fifteen (15) days prior written notice to the other party. Such address until further notice shall be:

**GPA:** General Manager  
Guam Power Authority  
Post Office Box 2977  
Hagatna, Guam 96932-2977  
TELEFAX: (671) 648-9225

**CONTRACTOR:**

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### **SECTION 31. INTEREST OF OTHER PARTIES**

**CONTRACTOR** warrants that no member of the governing body of **GPA**, and no other officer, employee, or agent of **GPA** who exercises any functions or responsibilities in connection with the work to which the Contract pertains, and no employee, agent or member of the Guam Legislature or other

public official of the Government of Guam, has or shall have any personal economic or financial interest, direct or indirect, in the Contract.

## **SECTION 32. ASSIGNMENT**

**CONTRACTOR** declares that the only persons or parties interested in the Contract as principals are named herein and that the Contract is made without participation by or benefit to any other person, firm or corporation, except as specified herein.

**CONTRACTOR** agrees that it will not assign to nor permit Contract participation in whole or in part by any other person, firm or corporation not specified as a principal without the prior written consent of **GPA**. If such assignment is permitted, **CONTRACTOR** will guarantee the performance of all terms and obligations of the Contract, and such assignment shall not alter **CONTRACTOR**'s obligations hereunder. No assignee of **CONTRACTOR** shall have the right to assign the Contract without **GPA**'s consent which may be given or refused at **GPA**'s absolute discretion.

**CONTRACTOR** and **GPA** shall not transfer or assign its rights and obligations under this contract, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, the **CONTRACTOR** may transfer or assign its rights and obligations under this contract, in whole or in part, to a US based affiliate (as defined hereinafter), with ninety (90) days prior notice to and at the consent of **GPA**. For the purpose of this contract, "US based affiliate" means any company or legal entity based in the United States of America which (a) controls either directly or indirectly a party hereto, or (b) is controlled directly or indirectly by such party, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such party. "Control" for purposes of the previous sentence means the ability to direct the management and policies of a company or legal entity, whether through ownership of securities, by contract or otherwise.

## **SECTION 33. TIME**

Time is of the essence in the Contract and in every part hereof.

## **SECTION 34. SPECIFICATIONS**

Should **GPA** wish to alter any of the specifications set out in [Section 8](#) and [Schedule A](#), method and

terms of delivery, for good cause, it shall give written notice to **CONTRACTOR** within thirty (30) days. If such changes cause an increase or decrease in **CONTRACTOR**'s cost of performance of Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim by **CONTRACTOR** for adjustment under this section must be asserted in writing within thirty (30) days from the date of receipt by **CONTRACTOR** of the notification of changed specifications. **CONTRACTOR** and **GPA** shall, in good faith, negotiate an equitable adjustment pursuant to the change in specifications. If **CONTRACTOR** and **GPA** fail to agree on the adjustment to be made within thirty (30) days after **CONTRACTOR** receives notice of altered specifications, or if **CONTRACTOR** is unwilling to meet the altered specifications, the parties shall be subject to the provisions under [Section 18](#) (Governing Law and Disputes) clause. However, nothing in this clause shall excuse the **CONTRACTOR** from proceeding with the Contract Diesel Fuel Oil No.2 specifications as changed.

#### **SECTION 35. AMENDMENT AND WAIVER**

Neither the Contract nor any provision hereof may be changed, waived, altered, amended, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, alteration, amendment, discharge or termination is sought. For purposes of this Contract, the signature of the Chairman or his designee, of the Consolidated Commission on Utilities is required to bind **GPA**.

Failure by either party to object to any failure of performance by the other party of any provision of the Contract shall not constitute a waiver of, or estoppel against, the right of such party to require such performance by the other. Nor shall any such failure to object constitute a waiver or estoppel with respect to any succeeding failure of performance.

#### **SECTION 36. DESCRIPTIVE HEADINGS**

The descriptive headings of the several sections and subsections in this Contract are inserted for convenience only and shall not be deemed to affect the meaning or construction of any provision hereof.

#### **SECTION 37. RELATIONSHIP OF PARTIES**

Nothing contained in the Contract shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association

between **CONTRACTOR** and **GPA**, and no provisions contained in the Contract nor any acts of the parties shall be deemed to create any relationship between **GPA** and **CONTRACTOR**, other than the relationship of buyer and seller.

#### **SECTION 38. NUMBER AND GENDER**

In the Contract the masculine gender includes the feminine and neuter, the singular number includes the plural, and the word "person" includes corporation, partnership, firm or association wherever the context so requires.

#### **SECTION 39. SUCCESSORS IN INTEREST**

Each and all of the covenants, conditions, and restrictions in the Contract shall inure to the benefit of and shall be binding upon the permitted assignees and successors in interest of either party.

#### **SECTION 40. PARTIAL INVALIDITY**

Should any part of the Contract for any reason be declared to be invalid, such decision shall not affect the validity of any remaining portion thereof, which remaining portion shall remain in force and effect as if the Contract had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of the Contract without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid.

#### **SECTION 41. EQUAL OPPORTUNITY CLAUSE**

During the performance of the Contract the **CONTRACTOR** agrees as follows:

(a) The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, political opinion or affiliation, or national origin. The **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, political opinion or affiliation, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demoting, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees

and applicants for employment, notices to be provided by the **GPA** setting forth the provisions of this equal opportunity clause.

(b) The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, political opinion or affiliation, or national origin.

#### **SECTION 42. PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRITORY.**

5 GCA §5630(c) prohibits the **CONSULTANT** against gratuities, kickbacks, and favors to the Territory.

#### **SECTION 43. RESTRICTIONS AGAINST CONTRACTOR EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES**

5 GCA §5253(b) restricts the **CONTRACTOR** against employing convicted sex offenders from working at Government of Guam venues. It states:(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the **CONTRACTOR** has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the **CONTRACTOR** is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

#### **SECTION 44. CONTRACT BINDING EFFECT**

All EXHIBITS attached hereto are incorporated herein by reference in its entirety.

This Contract is binding upon the **CONTRACTOR** only if **CONTRACTOR** has been awarded the Contract in response to the **MULTI-STEP BID NO.: GPA-006-18**. This Contract is subject to the

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**MULTI-STEP GPA-006-18 DIESEL FUEL OIL No.2 DELIVERY SERVICES**

approval of **GPA** and the Public Utilities Commission and it shall not be binding on part of **GPA** until such approval is made as evidenced by the signatories below.

For the **Guam Power Authority (GPA)**:

\_\_\_\_\_  
**John M. Benavente, P.E.**  
**General Manager**

\_\_\_\_\_  
**DATE**

For **(CONTRACTOR)**: \_\_\_\_\_  
 (Company Seal)

\_\_\_\_\_  
**CONTRACTOR, Duly Authorized**  
**REPRESENTATIVE OF COMPANY**

\_\_\_\_\_  
**DATE**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Graham Botha, Legal Counsel**  
**GUAM POWER AUTHORITY**

\_\_\_\_\_  
**DATE**

**SCHEDULE A: PRODUCT QUALITY SPECIFICATION****Diesel Fuel Oil No.2 No. 2 <sup>A</sup>**

The Authority may require the supplier to conduct additional test as necessary for plant's performance/efficiency evaluation.

Property	ASTM Test Method <sup>B</sup>	Alternate Method ASTM	Unit of Measure	Limits
Flash Point	D93		°C	60 Min
Water & Sediment	D2709		% vol	0.05 Max
Distillation Temp, °C 90%, recovered	D86		% vol	282 Min 360 Max
Kinematic Viscosity	D-445		mm <sup>2</sup> at 40°C	1.9 Min 4.1 Max
Total Aromatic Hydrocarbons	IP 391		% mass	15 Min 35 Max
Polycyclic Aromatic Hydrocarbons	IP 391		% mass	11 Max
Ash	D482		% mass	0.01 Max
Sulfur	D5453	D-7039	ppm (µg/g)	14 Max
Sulfur Mercaptan	D3227		ppm (µg/g)	NIL
Copper Strip Corrosion Rating (3hrs min at 50°C)	D130			No.1 Max
Cetane Index	D 613	D976-80 D 4737		46 Min
Aromaticity	D1319		% vol	15 Min 35 Max
Micro Carbon Residue on 10% distillation residue	D524	D4530 D6371	% mass	0.20 Max
Lubricity, HFRR @ 60°C	D6079		Micron	400 Max
Conductivity	D2624	D4308	pS/m	100 Min 600 Max
Density @ 15°C	D1298	D4052	Kg/m <sup>3</sup>	820 Min 850 Max
Gravity, API @ 60°F	D1295	D4052		35 Min 41 Max
Color	D1500		ASTM	2.0 Max
Hydrogen Sulfide in Liquid	IP 570A		Mg/kg	2.0 Max
Strong Acid No.	D974		mg KOH/g	NIL
Total Acid No.	D974		mg KOH/g	0.20 Max
Stability (Oxidation), 16Hrs	D2274		mg/L	25 Max
Appearance @ ambient temp	Visual			Report
Haze Rating	D4176		Haze Rating	1 Max
Particulate Matter	D6217		mg/L	10 Max
Filter Blocking Tendency (FBT)	D2068	IP 387		1.35 Max
Fatty Acid Methyl Ester (FAME)	D 7371-14	EN 14078	% vol	0.1 Max
Guaranteed Heating Value (HHV)	D240		MMBTU/bbl	5.70 Min
Static Dissipation Additives (Stadis 450)	Declared		Mg/L	Report
Lubricity Additive	Declared		Mg/kg	Report



**SCHEDULE B: ESTIMATED ANNUAL DIESEL FUEL OIL NO.2 REQUIREMENTS**

This information is provided as reference material only. Although every attempt has been made to ensure its accuracy, GPA makes no guarantees that these quantities will be achieved but they may be exceeded. GPA expressly disclaims any liability whatsoever arising from reliance or non-reliance of the data provided.

<b>Plant Location</b>	<b>Estimated Annual Requirement (Gallons per Year)</b>
<b>1. Cabras 1&amp;2 and MEC 8&amp;9</b>	<b>100,000 - 200,000</b>
<b>2. Tenjo Vista</b>	<b>5,000,000 – 7,000,000</b>
<b>3. Manenggon and Talofoto</b>	<b>3,000,000 – 4,000,000</b>
<b>4. TEMES CT</b>	<b>1,700,000 – 2,500,000</b>
<b>5. Dededo CT and Macheche CT</b>	<b>3,000,000 – 4,000,000</b>
<b>6. Yigo CT and Aggreko</b>	<b>8,000,000 – 10,000,000</b>
<b>TOTAL</b>	<b>20,800,000 - 27,700,000</b>

Actual quantities may vary depending on the dispatching of the plants. The estimated Diesel Fuel Oil No.2 requirement provided herein are only approximate values and is subject to change. GPA shall reasonably notify the Contractor for any changes in the estimated Diesel Fuel Oil No.2 requirements.

**SCHEDULE C: PLANT CONSUMPTION AT MAXIMUM CAPACITIES**

Plant Location	Max. Load per Plant (MW)	Plant Efficiency (kwh/gal)	Fuel Consumption per unit		No. of Units	Total Fuel Consumption at Maximum Capacity	
			(gals/hr)	(gals/day)		(gals/day)	
Tenjo Vista	4.4	13.60	324	7,765	4	31,059	31,059
Talofofo	4.4	14.34	307	7,364	2	14,728	31,999
Manengon	5.3	14.73	360	8,635	2	17,271	
TEMES CT	40.0	9.16	4,367	104,803	1	104,803	104,803
Dededo CT	22.0	9.56	2,301	55,230	2	110,460	160,986
Macheche CT	22.0	10.45	2,105	50,526	1	50,526	
Yigo CT	22.0	11.64	1,890	45,361	1	45,361	116,216
Aggreko	1.0	13.21	76	1,817	39	70,855	
TOTAL						445,064	

## **Invitation for Multi-Step Bid**

**GPA-006-18**

**Diesel Fuel Oil No.2**

**Delivery Services**



**Volume III**

**Appendices**

## **APPENDIX A**

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# **Proposal Checklists**

**MULTI-STEP BID GPA-006-18 Diesel Fuel Oil No. 2 Delivery Services**  
**Appendix A-Proposal Checklists**

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**DOCUMENT RECEIPT CHECKLIST**

<b>Document Title</b>	<b>Proponent Initial</b>
Volume I Commercial Terms and Conditions	_____
Volume II CONTRACT	_____
Volume III Appendices	_____
APPENDIX A – Proposal Checklist	_____
APPENDIX B – Performance Bond	_____
APPENDIX C – INSURANCE LISTING	_____
APPENDIX D – Major Shareholders Disclosure Affidavit	_____
APPENDIX E – Non-Collusion Affidavit	_____
APPENDIX F – No Gratuities and Kickbacks Affidavit	_____
APPENDIX G – Ethical Standards Affidavit	_____
APPENDIX H – Declaration Re Compliance with US DOL’s Wage Determination	_____
APPENDIX I – Restriction Against Sex Offenders	_____
APPENDIX J – Bid Bond Form and Instructions	_____
APPENDIX K – Local Procurement Preference Application	_____
Qualitative Proposal Scoring.xls	_____
Price Proposal Evaluation	_____
Contiguous Amendment Notifications From Amendment No. 1 through	_____
Others:	_____
	_____
	_____
	_____
	_____
	_____

MULTI-STEP BID GPA-006-18 Diesel Fuel Oil No. 2 Delivery Services  
**Appendix A-Proposal Checklists**

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**DOCUMENT SUBMISSION CHECKLIST**

**PROPOSAL SUBMITTAL CHECKLIST<sup>1</sup>**

	ITEM	QUANTITY (ORIGINALS)	QUANTITY (COPIES)	GPA INITIAL
1	Technical Proposal	_____	_____	_____
2	Price Proposal	_____	_____	_____
3	Supplementary Information:			
	3.1. Articles of Incorporation and By-Laws	_____	_____	_____
	3.2. Certificate of Good Standing to Conduct Business in Jurisdiction of Residence	_____	_____	_____
	3.3. Information regarding outstanding claims against BIDDER	_____	_____	_____
	3.4. Major Shareholders Disclosure Affidavit	_____	_____	_____
	3.5. Non-collusion Affidavit	_____	_____	_____
	3.6. No Gratuities or Kickbacks Affidavit	_____	_____	_____
	3.7. Ethical Standards Affidavit	_____	_____	_____
	3.8. Declaration of Compliance with US DOL's Wage Determination	_____	_____	_____
	3.9. Restriction Against Sex Offenders	_____	_____	_____
	3.10. Bid Bond Form	_____	_____	_____
	3.11. Local Procurement Preference Application	_____	_____	_____
	3.12. Business License	_____	_____	_____

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<sup>1</sup> Quantities supplied for each item must comply with minimums established in Volume I of the Invitation for Bid documents.

## **APPENDIX B**

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# **Performance Bond**

**PERFORMANCE BOND NUMBER:\_\_\_\_\_**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ ,  
 as Principal, hereinafter called **CONTRACTOR**, and \_\_\_\_\_ ,  
 a corporation hereinafter called **SURETY**, are held and firmly bound unto the **GUAM POWER AUTHORITY** as Obligee, in the amount of \_\_\_\_\_ **U.S. Dollars**  
 (US\$ \_\_\_\_\_), an amount negotiated for the first partial **GUAM POWER AUTHORITY** fiscal year within the term of the **CONTRACT**, for the payment whereof **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **CONTRACTOR** has by written agreement dated July 1, 2018, entered into a **CONTRACT TO DELIVER DIESEL FUEL OIL NO.2** with the **GUAM POWER AUTHORITY** through midnight of June 30, 2023 in accordance with forms and specifications prepared by the **GUAM POWER AUTHORITY** which **CONTRACT** is by reference made a part hereof, and is hereinafter referred to as the “**CONTRACT**”.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **CONTRACTOR** shall promptly and faithfully perform said **CONTRACT** then this obligation shall be null and void; otherwise it shall remain in full force and effect. The **SURETY** hereby waives notice of any alteration or extension provided the same is within the scope of the **CONTRACT**. Whenever **CONTRACTOR** shall be and is declared by the **GUAM POWER AUTHORITY** to be in default under the **CONTRACT**, **GUAM POWER AUTHORITY** having performed its obligation thereunder, the **SURETY** may promptly remedy the default or shall promptly:

- (1) Complete the **CONTRACT** in accordance with its terms and conditions;  
 or,
- (2) Obtain a bid or bids for completing the **CONTRACT** in accordance with its terms and conditions and upon determination by the **GUAM POWER AUTHORITY** and the **SURETY** jointly of the lowest responsive, responsible **BIDDER**, arrange for a **CONTRACT** between such **BIDDER** and the **GUAM POWER AUTHORITY** and make available as work progresses (even though there should be a default or a succession of defaults under the **CONTRACT** or **CONTRACTS** of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the **CONTRACT** price; but not exceeding, including other costs and damages for which the **SURETY** may be liable hereunder, the amount set forth in the first paragraph hereof.



The term "balance of the **CONTRACT** price", as used in this paragraph shall mean the total amount payable by the **GUAM POWER AUTHORITY** to **CONTRACTOR** under the **CONTRACT** for the current fiscal year and any amendments thereto, less the amount properly paid by the **GUAM POWER AUTHORITY** to **CONTRACTOR** for that partial or full fiscal year.

The term fiscal year shall mean the time between October 1 in the calendar year to September 30 of the next calendar year.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the **GUAM POWER AUTHORITY** or successors of the **GUAM POWER AUTHORITY**.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

(Witness)

\_\_\_\_\_  
(Bonding Company)

(Title)

\_\_\_\_\_  
(Title)

(Witness)

By: \_\_\_\_\_

(Attorney-In-Fact)

## **APPENDIX C**

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# **List of Surety Companies Licensed To Do Business In Guam**

NAMES AND ADDRESSES OF ALL INSURANCE COMPANIES  
AND THEIR GENERAL AGENTS  
LICENSED TO TRANSACT INSURANCE BUSINESS IN GUAM  
AS OF **DECEMBER 31, 1999**

NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

NAME AND ADDRESS  
OF GENERAL AGENT

Academy Life Insurance Co  
20 Moores Road  
Frazer PA 19355

Prescott R. Hoeck  
1036S Route 1  
Yigo GU 96929

Admiral Life Insurance Co of America  
206 Eight Street  
Des Moines IA 50309

Francisco B. Salas  
145 Aspinall Avenue  
Hagatna GU 96910

Alexander Hamilton Life Insurance Co  
100 North Greene Street  
Greensboro NC 27401

Money Resources Inc  
415 Chalan San Antonio #210  
Tamuning GU 96911

All American Life Insurance Co  
707 North Eleventh Street  
PO Box 2074  
Milwaukee WI 53201

Independent Research Agency for  
Life Insurance  
Hong's Building Suite 5  
Route 10 & 32  
Mangilao GU 96923

Joseph M. Casey  
Holiday Tower Condo, Apt. 615  
Route 4  
Sinajana GU 96926

Ambac Assurance Corporation  
One State Street Plaza  
New York NY 10004

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

American Family Life Assurance Co  
1932 Wynnton Road  
Columbus GA 31999

Pioneer Pacific Financial Services  
Inc of Guam  
231 Hesler Place  
Hagatna GU 96910

American Fidelity Life Insurance Co  
4060 Barrancas Avenue

Dale M. Donovan  
790 N Marine Drive # 496

NAME AND HOME ADDRESS  
OF INSURANCE COMPANYNAME AND ADDRESS  
OF GENERAL AGENT

Pensacola FL 32507

Tumon GU 96911

American Home Assurance Co  
70 Pine Street  
New York NY 10270Calvo's Insurance Underwriters Inc  
115 Chalan Santo Papa  
Hagatna GU 96910American International Assurance  
Company (Bermuda) LTD  
29 Richmond Road  
Pembroke HKO8 BermudaCalvo's Insurance Underwriters Inc  
115 Chalan Santo Papa  
Hagatna GU 96910American International Life  
Assurance Company  
P O Box 727  
Wall Street Station  
New York NY 10268Calvo's Insurance Underwriters Inc  
115 Chalan Santo Papa  
Hagatna GU 96910American National Insurance Co  
One Moody Plaza  
Galveston TX 77550Randolph C. Biscoe  
130 Aspinall Avenue Suite 1 E  
Hagatna GU 96910American National Life Insurance  
Company of Texas  
One Moody Plaza  
Galveston TX 77550Randolph C. Biscoe  
130 Aspinall Avenue Suite 1 E  
Hagatna GU 96910American-Amicable Life Insurance  
Company of Texas  
425 Austin Avenue  
Waco TX 76702Winfred T. Profitt  
106 Lily Court  
Mangilao GU 96923Amwest Surety Insurance Co  
5230 Las Virgenes Road  
Calabasas CA 91302Takagi & Associates Inc  
414 W Soledad Avenue Suite 100  
Hagatna GU 96910Cassidy's Associated Insurers Inc  
376 West O'Brien Drive  
Hagatna GU 96910

Argonaut Insurance Co

Cassidy's Associated Insurers Inc

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250 Middlefield Road  
Menlo Park CA 94025

376 West O'Brien Drive  
Hagatna GU 96910

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NAME AND HOME ADDRESS  
OF INSURANCE COMPANYNAME AND ADDRESS  
OF GENERAL AGENT

Balboa Insurance Co  
18581 Teller Avenue  
Irvine CA 92612

Cassidy's Associated Insurers Inc  
376 West O'Brien Drive  
Hagatna GU 96910

Balboa Life Insurance Co  
18581 Teller Avenue  
Irvine CA 92612

Cassidy's Associated Insurers Inc  
376 West O'Brien Drive  
Hagatna GU 96910

Best Life Assurance Co of California  
P O Box 19721  
Irvine CA 96612

D B Davis & Associates  
Staywell Building  
430 West Soledad Avenue  
Hagatna GU 96910

Canada Life Assurance Co The  
330 University Avenue  
Ontario Toronto Canada M5G1 R

Joaquin C. Arriola  
259 Martyr Street Suite 201  
Hagatna GU 96910

Capital Markets Assurance  
Corporation  
113 King Street  
Armonk NY 10504

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

Central States Health & Life  
Co of Omaha  
P O Box 34350  
Omaha NE 68134-0350

The Brass Group Inc  
479 West O'Brien Drive Suite 102  
Hagatna GU 96910

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

Central States Indemnity Co.  
of Omaha  
P O Box 34350  
Omaha NE 68134

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

Centurion Life Insurance Co  
206 Eighth Street  
Des Moines IA 50309

Francisco B. Salas  
267 S Marine Drive Suite 2F  
Tamuning GU 96911

NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

CGU International Insurance PLC  
Multinational Bancorporation Ctr 10th Flr  
6805 Ayala Avenue  
Makati City Philippines

Chung Kuo Insurance Co Ltd  
10th Floor ICBC Bldg  
No 100 Chilin Road  
Taipei Taiwan

Conseco Life Insurance Co  
11815 N Pennsylvania Street  
Carmel IN 46032

Continental Insurance Co  
CNA Plaza  
Chicago IL 60685

NAME AND ADDRESS  
OF GENERAL AGENT

AON Insurance Micronesia (Guam) I  
Hengi Plaza #203  
278 South Marine Drive  
Tamuning GU 96911

Great National Ins Underwriters Inc  
Great National Insurance Building  
Chalan San Antonio  
Tamuning GU 96911

Alpha Insurers  
123 Archbishop Flores Street  
Hagatna GU 96910

Rodolfo B. Batimana  
Suite 202 Julale Center  
Hagatna GU 96910

Carmencita C. Estrada  
114 Abas Court Liguana Terrace  
Dededo GU 96912

Pacific Financial Corporation  
973 S Marine Drive Suite 101  
Tamuning GU 96911

Edward B. Senato  
P O Box 11945  
Tamuning GU 96931

Farley A. Young  
132 Kayen Mapagahes  
Dededo GU 96912

Cassidy's Associated Insurers Inc  
376 West O'Brien Drive  
Hagatna GU 96910

NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

Cumberland Casualty & Surety Co  
4311 W Waters Avenue #401  
Tampa FL 33614

Dai-Tokyo Fire & Marine Insurance  
Company Ltd The  
25-3, Yoyogi 3-Chome Shlbuya-ku  
Tokyo Japan

Delaware American Life Insurance Co  
P O Box 667  
Wilmington DE 19899

Dongbu Insurance Co  
21-9 Cho-Dong, Chung-Gu  
CPO Box 658  
Seoul Korea 100

Eagle Pacific Insurance Co  
2101 4th Avenue Suite 1700  
Seattle WA 98121

Federal Insurance Co  
P O Box 1615  
Warren NJ 07061

Fireman's Fund Insurance Company  
777 San Marin Drive  
Novato CA 94998

First American Title Insurance Co  
114 East Fifth Street  
Santa Ana CA 92702

First Fire & Casualty Insurance  
Hawaii Inc

NAME AND ADDRESS  
OF GENERAL AGENT

Cassidy's Associated Insurers Inc  
376 West O'Brien Drive  
Hagatna GU 96910

Takagi & Associates Inc  
414 W Soledad Avenue  
GCIC Building Suite 100  
Hagatna GU 96910

Calvo's Insurance Underwriters Inc  
115 Chalan Santo Papa  
Hagatna GU 96910

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

Cassidy's Associated Insurers Inc  
376 West O'Brien Drive  
Hagatna GU 96910

Calvo's Insurance Underwriters Inc  
115 Chalan Santo Papa  
Hagatna GU 96910

Pacific American Title Insurance &  
Escrow Company  
715 Chalan Machaute Suite 101  
Maite GU 96927

Cassidy's Associated Insurers Inc  
376 West O'Brien Drive



NAME AND HOME ADDRESS  
OF INSURANCE COMPANYNAME AND ADDRESS  
OF GENERAL AGENT

P O Box 2866  
Honolulu HI 96803

Hagatna GU 96910

First Indemnity Insurance of Hawaii Inc  
P O Box 2866  
Honolulu HI 96803  
First Insurance Company of Hawaii Ltd  
P O Box 2866  
Honolulu HI 96803

Cassidy's Associated Insurers Inc  
376 West O'Brien Drive  
Hagatna GU 96910  
Cassidy's Associated Insurers Inc  
376 West O'Brien Drive  
Hagatna GU 96910

First Liberty Insurance Corporation  
175 Berkeley Street  
Boston MA 02117

Takagi & Associates Inc  
414 W Soledad Avenue  
GCIC Building  
Hagatna GU 96910

Anne Palacios  
414 West Soledad Avenue  
GCIC Building  
Hagatna GU 96910

First Net Insurance Company  
101 Agana Shopping Center  
Hagatna GU 96910

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

Fortis Benefits Insurance Company  
P O Box 62471  
St Paul MN 55164

World Marketing Alliance Inc Guam  
Calvo's Insurance Bldg Suite 200  
115 Chalan Santo Papa  
Hagatna GU 96910

General Security Insurance Company  
Two World Trade Center  
New York NY 10048

Cassidy's Associated Insurers Inc  
376 West O'Brien Drive  
Hagatna GU 96910

Globe Life & Accident Ins Company  
204 North Robinson Avenue  
Oklahoma City OK 73102

Joseph M. Casey  
Holiday Tower Condo Apt 615  
788 Route 4  
Sinajana GU 96926

GMHP Health Insurance LTD

Calvo's Insurance Underwriters Inc

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NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

177 Chalan Pasaheru Suite A  
Tamuning GU 96911

Grand Pacific Life Insurance Co Ltd  
1164 Bishop Street Suite 500  
Honolulu HI 96813

Grand Pacific Life Insurance Co Ltd  
1164 Bishop Street Suite 500  
Honolulu HI 96813

Great American Life Insurance Co  
P O Box 5420 Mail Drop 250-23-5 C  
Cincinnati OH 45201

Great-West Life & Annuity Insurance Co

NAME AND ADDRESS  
OF GENERAL AGENT

115 Chalan Santo Papa  
Hagatna GU 96910

TS Inc  
845 N Marine Drive Suite 11  
Tumon GU 96911

Great National Insurance Underwriter  
Great National Insurance Bldg  
Chalan San Antonio  
Tamuning GU 96911

Pacific Financial Corporation  
973 S Marine Drive Suite 101  
Tamuning GU 96911

Takagi & Associates Inc  
414 W Soledad Avenue  
GCIC Building  
Hagatna GU 96910

Guam Imperial International Inc  
231 Hesler Place  
Hagatna GU 96910

Benefits Communication Corp

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<u>NAME AND HOME ADDRESS OF INSURANCE COMPANY</u>	<u>NAME AND ADDRESS OF GENERAL AGENT</u>
8515 East Orchard Road Englewood CO 80111	424B Route 8 Mongmong GU 96927
Gulf Insurance Company 4600 Fuller Drive Irving Texas 75038	Cassidy's Associated Insurers Inc 376 West O'Brien Drive Hagatna GU 96910
Hartford Life & Accident Insurance Co P O Box 2999 Hartford CT 06104	Primo Mabesa 1296 North Marine Drive Suite 2 Tamuning GU 96911
Individual Assurance Company Life Health & Accident 1600 OAK Street      Hagatna GU 96910 Kansas City MO 64108	Joaquin C. Arriola 259 Martyr Street Suite 201
Insurance Company of North America 1601 Chestnut Street 414 W Soledad Avenue P O Box 7716 Philadelphia PA 19192 Insurance Company of North America 1601 Chestnut Street P O Box 7716 Philadelphia PA 19192	Anne M. Palacios  GCIC Building Suite 9 Hagatna GU 96910 Takagi & Associates Inc 414 W Soledad Avenue GCIC Building Suite 100 Hagatna GU 96910

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NAME AND HOME ADDRESS  
OF INSURANCE COMPANYNAME AND ADDRESS  
OF GENERAL AGENT

Intercargo Insurance Company  
1450 E American Lane 20th Floor  
Schaumburg IL 60173

Takagi & Associates Inc  
414 W Soledad Avenue  
GCIC Building Suite 100  
Hagatna GU 96910

Jefferson Pilot Financial Insurance  
One Granite Place  
Concord NH 03301

Money Resources Inc  
415 Chalan San Antonio #210  
Tamuning GU 96911

Jefferson-Pilot Life Insurance Company  
100 North Greene Street  
Greensboro NC 27401

Money Resources Inc  
415 Chalan San Antonio # 210  
Tamuning GU 96911

John Alden Life Insurance Company  
5100 Gamble Drive  
St Louis Park MN 55416

William A. Dippel  
Terrace Condominium #D 50  
Tumon GU 96911

John Hancock Life Insurance Company  
PO Box 111  
Boston MA 02117

Money Resources Inc  
415 Chalan San Antonio #210  
Tamuning GU 96911

Knights of Columbus  
One Columbus Plaza

Jesus A. Baza  
125 Granada Lane

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NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

New Haven CT 06510

Liberty National Life Insurance Company

P O Box 2612

Birmingham AL 35202

NAME AND ADDRESS  
OF GENERAL AGENT

Sinajana GU 96910

Joseph M. Casey

Holiday Tower Condo Apt 615

Route 4

Sinajana GU 96926

Independent Research Agency for  
Life Insurance

Hong's Building Suite 5

Route 10 &amp; 32

Mangilao GU 96923

Lincoln Benefit Life Company  
3075 Sanders Road H2CJesus Dela Cruz  
231 Hesler Street

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NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

Northbrook IL 60062

Lincoln National Life Insurance Co  
1300 South Clinton Street  
Fort Wayne IN 46802LM Insurance Corporation  
175 Berkeley Street  
Boston MA 02117LM Insurance Corporation  
175 Berkeley StreetNAME AND ADDRESS  
OF GENERAL AGENT

Hagatna GU 96910

Patrocel N. Duque  
231 Hesler Street  
Hagatna GU 96910Jacqueline T. Flores  
231 Hesler Street  
Hagatna GU 96910Roger Surban  
615 Harmon Loop Road Suite 201  
(C) Tonko Reyes Comm Complex  
Dededo GU 96912Takagi & Associates Inc  
414 W Soledad Avenue  
GCIC Building Suite 100 Hagatna  
GU 96910The Money Tree Inc  
231 Hesler Street  
Hagatna GU 96910Dale M. Donovan  
790 N Marine Drive #496  
Tumon GU 96911David W. Cassidy  
376 West O'Brien Drive  
Hagatna GU 96910Anne M. Palacios  
414 W Soledad Avenue  
GCIC Building Suite 9  
Hagatna GU 96910Takagi & Associates Inc  
414 W Soledad Avenue

NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

Boston MA 02117

Lumbermens Mutual Casualty Co  
One Kemper Drive  
Long Grove IL 60049Lyndon Life Insurance Company  
520 Maryville Center Drive Suite 500  
St Louis MO 63141Manufacturers Life Insurance Co (USA)  
P O Box 6400  
Buffalo NY 14201-0604MBIA Insurance Corporation  
113 King Street  
Armonk NY 10504Merrill Lynch Life Insurance Co.  
4804 Deer Lane Drive East 4th Floor  
Jacksonville FL 33246Midland Life Insurance Company The  
250 East Broad Street  
Columbus OH 43215Midland National Life Insurance Co  
One Midland Plaza  
Sioux Falls SD 57193Mitsui Marine & Fire Insurance  
Company LTD  
9 Kanda Surugadai, 3-Chome  
Chiyoda-Ku, Tokyo, JapanMMI General Insurance Limited  
135 C Kayen ChandoNAME AND ADDRESS  
OF GENERAL AGENTGCIC Building Suite 100  
Hagatna GU 96910Cassidy's Associated Insurers Inc  
376 West O'Brien Drive  
Hagatna GU 96910Joaquin C. Arriola  
259 Martyr Street Suite 201  
Hagatna GU 96910Moylan's Insurance Underwriters Inc  
101 Hagatna Shopping Center  
Hagatna GU 96910Moylan's Insurance Underwriters Inc  
101 Hagatna Shopping Center  
Hagatna GU 96910Merrill Lynch Life Agency Inc  
134 Soledad Avenue Suite 406  
Hagatna GU 96910Billy C. Acebron  
119 South Marine Drive Suite B1  
Tamuning GU 96911Earl F. Foley  
Julale Shopping Center Suite 216  
424 W O'Brien Drive  
Hagatna GU 96910AON Insurance Micronesia (Guam) I  
Hengi Plaza Suite 203  
278 South Marine Drive  
Tamuning GU 96911Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center

NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

Sateena Mail Suite 207/208  
Dededo GU 96912

Monumental Life Insurance Company  
2 East Chase Street  
Baltimore MD 21202

MONY Life Insurance Company  
1740 Broadway  
New York NY 10019

National Travelers Life Company  
5700 Westown Parkway West  
Des Moines IA 50266

National Union Fire Insurance  
Company of Pittsburgh PA  
70 Pine Street  
New York NY 10270

National Western Life Insurance Co  
850 East Anderson Lane  
Austin TX 78752

Nationwide Life Insurance Company  
One Nationwide Plaza 1-27-08  
Columbus OH 43215

Nauru Insurance Corporation  
P O Box 82 AIWO District  
Republic of Nauru  
Central Pacific Nauru

NAME AND ADDRESS  
OF GENERAL AGENT

Hagatna GU 96910

Joseph M. Casey  
Holiday Tower Condo Apt 615  
788 Route 4  
Sinajana GU 96926

Independent Research Agency for  
Life Insurance  
Hong's Building Suite 5  
Route 10 & 32  
Mangilao GU 96923

Gayle & Teker  
300 Hernan Cortez Avenue #200  
Hagatna GU 96910

Joaquin C. Arriola  
259 Martyr Street Suite 201  
Hagatna GU 96910

Calvo's Insurance Underwriters Inc  
115 Chalan Santo Papa  
Hagatna GU 96910

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

BWC Investment Services, Inc.  
1855 Gateway Blvd Suite 500  
Concord CA 94590

Calvo's Insurance Underwriters Inc  
115 Chalan Santo Papa  
Hagatna GU 96910



NAME AND HOME ADDRESS  
OF INSURANCE COMPANYNAME AND ADDRESS  
OF GENERAL AGENT

Netcare Life & Health Insurance  
101 Agana Shopping Center  
Hagatna GU 96910

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

New Hampshire Insurance Company  
70 Pine Street  
New York NY 10270

Calvo's Insurance Underwriters Inc  
115 Chalan Santo Papa  
Hagatna GU 96910

Nichido Fire & Marine Insurance Co  
N0 3-16 Ginza 5-Chome Chuo-Ku  
Tokyo 104 Japan

Calvo's Insurance Underwriters Inc  
115 Chalan Santo Papa  
Hagatna GU 96910

Nippon Fire & Marine Insurance  
Company, Ltd.  
2-10 Nihonbashi 2-Chome  
Tokyo 103 Japan

Nanbo Guam Ltd DBA:  
Nanbo Insurance Underwriters  
434 West O'Brien Drive  
Hagatna GU 96910

North Coast Life Insurance Company  
1116 West Riverside Avenue  
Spokane WA 99201

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

Occidental Life Insurance Company  
of America  
425 Austin Avenue  
P O Box 2595  
Waco TX 76702

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

Old Line Life Insurance Company  
of America The  
707 North Eleventh Street  
P O Box 401  
Milwaukee WI 53201

Joseph M. Casey  
Holiday Tower Condo Apt 615  
788 Route 4  
Sinajana GU 96926

Independent Research Agency for  
Life Insurance  
Hong's Building Suite 5  
Route 10 & 32  
Mangilao GU 96923

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NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

Old Republic Insurance Company  
414 West Pittsburgh Street  
Greensboro PA 15601

NAME AND ADDRESS  
OF GENERAL AGENT

David W. Cassidy  
376 W O'Brien Drive  
Hagatna GU 96910

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NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

Old Republic National Title Ins Co  
400 Second Avenue S  
Minneapolis MN 55401

Pacific Guardian Life Insurance  
Company Ltd  
1440 Kapiolani Boulevard  
Suites 1600 & 1700  
Honolulu HI 96814

Pacific Indemnity Insurance Company  
P O Box 3580  
Hagatna GU 96932

Pacific Indemnity Insurance Company  
P O Box 3580  
Hagatna GU 96932

NAME AND ADDRESS  
OF GENERAL AGENT

Takagi Title Security Inc  
414 W Soledad Avenue  
GCIC Building  
Hagatna GU 96910

Dwayne K. Brown  
866 Chalan Palasyo (Rt.7) Ste.205  
Maina, Guam 96927

Calvo's Insurance Underwriters, Inc.  
115 Chalan Santo Papa  
Hagatna, Guam 96910

Citadel Trading Corporation DBA:  
Citadel Insurance Underwriters  
615 Harmon Loop Road Suite 201 C  
Tonko Reyes Comm Complex  
Dededo GU 96912

Nanbo Guam Ltd DBA  
Nanbo Insurance Underwriters  
434 West O'Brien Drive  
Hagatna GU 96910

Anacleto Q. Nicholas  
145 Chichirica Street  
Kaiser Dededo GU 96912

Cassidy's Associated Insurers Inc  
376 W O'Brien Drive  
Hagatna GU 96910

Prescott Hoeck dba:  
Guam Ventures  
121 Taison Way

Tamuning GU 96911

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NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

Pacificare Life Assurance Company  
3515 Harbor Boulevard  
Costa Mesa CA 92626  
PFL Life Insurance Company  
4333 Edgewood Road NE  
Cedar Rapids IA 52499

Primerica Life Insurance Company  
3120 Breckinridge Boulevard  
Duluth GA 30199

Progressive Casualty Insurance Co  
6300 Wilson Mills Road  
Mayfield Village OH 44143

Protective Life Insurance Company  
2801 Highway 280 South Birmingham  
Birmingham AL 35223

NAME AND ADDRESS  
OF GENERAL AGENT

Barrigada GU 96913

The Baldwin Corporation  
790 S Marine Drive #1

William A. Dippel  
Terrace Condominium #D 50  
Tumon GU 96911

Carmelita S. Concepcion  
Ada's Comm & Proff Center #202 B  
130 Marine Drive  
Hagatna GU 96910

Primerica Financial Services  
Insurance Marketing Inc  
Ada's Comm & Proff Center #202 B  
130 Marine Drive  
Hagatna GU 96910

Bernadita S. Quitugua  
136 Sampaguila Lane Latte Heights  
Mangilao GU 96923

The Baldwin Corporation  
790 South Marine Drive #1  
Tamuning GU 96911

Nanbo Guam Ltd., dba:  
Nanbo Insurance Underwriters  
434 West O'Brien Drive  
Hagatna GU 96910

Pacific Financial Corporation  
973 S Marine Drive Suite 101

Tamuning GU 96911

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NAME AND HOME ADDRESS  
OF INSURANCE COMPANYNAME AND ADDRESS  
OF GENERAL AGENT

Pruco Life Insurance Company  
213 Washington Street  
Newark NJ 07102

Tamuning GU 96911

John S. Pillsbury  
267 South Marine Drive 2F  
Tamuning GU 96911

Prudential Insurance Company  
of America  
751 Broad Street  
Newark NJ 07102

Francisco B. Salas  
267 South Marine Drive Suite 2F

John S. Pillsbury  
267 South Marine Drive Suite 2F  
Tamuning GU 96911

QBE Insurance (International) Limited  
82 Pitt Street  
Sydney NSW 2000 Australia

Sally E. Mondia  
674 Harmon Loop  
Dededo GU 96912

Reliance Insurance Company  
Three Parkway  
5th Floor Compliance Department  
Philadelphia PA 19102

Takagi & Associates Inc  
414 West Soledad Avenue  
GCIC Building Suite 100  
Hagatna GU 96910

Reliance National Indemnity Company  
Three Parkway  
5th Floor Compliance Department  
Philadelphia PA 19102

Takagi & Associates Inc  
414 West Soledad Avenue  
GCIC Building Suite 100  
Hagatna GU 96910

Royal State National Insurance  
Company LTD  
819 South Beretania Street  
Honolulu HI 96813

Gayle & Teker  
330 Hernan Cortez Avenue  
Hagatna GU 96910

Safeco Insurance Co of America  
Safeco Plaza

Calvo's Insurance Underwriters Inc  
115 Chalan Santo Papa

Tamuning GU 96911

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NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

Seattle WA 98185

Seaboard Surety Company of NY  
6225 Centennial Way  
Baltimore MD 21209Security Benefit Life Insurance Co  
700 Harrison Street  
Topeka KS 66636Security-Connecticut Life Insurance Co  
20 Security Drive  
Avon CT 06001NAME AND ADDRESS  
OF GENERAL AGENT

Hagatna GU 96910

Calvo's Insurance Underwriters Inc  
115 Chalan Santo Papa  
Hagatna GU 96910Independent Research Agency for  
Life Insurance  
Hong's Building Suite 5  
Route 10 & 32  
Mangilao GU 96923Life Investment Consultants Inc  
121 Basa Street

Tamuning GU 96911

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NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

Security-Connecticut Life Insurance Co  
20 Security Drive  
Avon CT 06001

St Paul Fire & Marine Insurance Co  
385 Washington Street  
St Paul MN 55102

Standard Insurance Company  
1100 SW Sixth Avenue  
Portland OR 97204

Stewart Title Guaranty Company  
PO Box 2029  
Houston TX 77252

Surety Life Insurance Company  
3075 Sanders Road H2C  
Northbrook IL 60062

Surety Life Insurance Company  
3075 Sanders Road H2C

NAME AND ADDRESS  
OF GENERAL AGENT

Pacific Financial Corporation  
973 South Marine Drive Suite 101  
Tamuning GU 96911

Primo Mabesa dba: PM Ins  
& Financial Planning Svcs  
790 North Marine Drive Suite 880  
Tamuning GU 96911

Regis Insurance Inc  
118 East Marine Drive Suite B2  
Dededo GU 96912

Calvo's Insurance Underwriters Inc  
115 Chalan Santo Papa  
Hagatna GU 96910

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

Joaquin C. Arriola  
259 Martyr Street Suite 201  
Hagatna GU 96910

Manu P. Melwani  
715 Chalan Machaute Suite 101  
Maite GU 96927

Jesus M. Dela Cruz  
166 Carlos Lane  
Mangilao GU 96923

Jacqueline T. Flores  
231 Hesler Place  
Hagatna GU 96910

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center

NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

Northbrook IL 60062

Surety Life Insurance Company  
3075 Sanders Road H2C  
Northbrook IL 60062Terrace Guam Ltd  
134 West Soledad Avenue  
Bank of Hawaii Building Suite 401  
Hagatna GU 96910Ticor Title Insurance Company  
171 North Clark Street 6th Floor  
Chicago IL 60601Tokio Marine & Fire Insurance  
Company Limited  
2-1 Marunouchi 1-Chome Chiyoda-Ku  
Tokyo JapanTrans World Assurance Company  
885 South El Camino Real  
San Mateo CA 94402Transamerica Assurance Company  
PO Box 2101  
Los Angeles CA 90051Transamerica Life Insurance &  
Annuity Company  
PO Box 54178  
Los Angeles CA 90054

Transamerica Occidental Life Ins Co

NAME AND ADDRESS  
OF GENERAL AGENT

Hagatna GU 96910

Roger S. Surban  
46 Anaco Lane  
Nimitz Hill Estate  
Piti GU 96910The Money Tree Inc  
231 Hesler Place  
Hagatna GU 96910Title Guaranty of Guam  
Hernan Cortez Avenue  
Hagatna GU 96910Nanbo Guam Ltd dba:  
Nanbo Insurance Underwriters  
434 West O'Brien Drive  
Hagatna GU 96910Dale M. Donovan  
790 North Marine Drive Suite 496  
Tumon GU 96911Ralph G. Taitano  
130 Aspinall Street Suite 2BE  
Hagatna GU 96910Ralph G. Taitano  
130 Aspinall Street Suite 2BE  
Hagatna GU 96910

Ralph G. Taitano



NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

1150 South Olive Street  
Los Angeles CA 90054

Travelers Casualty and Surety Co  
One Tower Square  
Hartford CT 06183

Travelers Indemnity Company  
One Tower Square  
Hartford CT 06183

Travelers Insurance Company  
One Tower Square  
Hartford CT 06183

United of Omaha Life Insurance Co  
Mutual of Omaha Plaza  
Omaha NE 68175

United Pacific Insurance Company  
Three Parkway  
Compliance Department 5th Floor  
Philadelphia PA 19102

United Services Automobile Assn  
9800 Fredericksburg Road  
San Antonio TX 78288

United States Fire Insurance Company  
305 Madison Avenue  
Morrison NJ 07960

UNUM Life Insurance Company  
of America  
2211 Congress Street  
Portland ME 04122

USAA Casualty Insurance Company  
9800 Fredericksburg Road

NAME AND ADDRESS  
OF GENERAL AGENT

130 Aspinall Street Suite 2BE  
Hagatna GU 96910

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

Moylan's Insurance Underwriters Inc  
101 Agana Shopping Center  
Hagatna GU 96910

Earl L. Foley  
P O Box BO  
Hagatna GU 96910

Takagi & Associates Inc  
414 West Soledad Avenue  
GCIC Building Suite 100  
Hagatna GU 96910

Calvo's Insurance Underwriters Inc  
115 Chalan Santo Papa  
Hagatna GU 96910

Cassidy's Associated Insurers Inc  
376 West O'Brien Drive  
Hagatna GU 96910

Moylan's Insurance Underwriters  
101 Agana Shopping Center  
Hagatna GU 96910

Calvo's Insurance Underwriters Inc  
115 Chalan Santo Papa

NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

San Antonio TX 78288

USAA General Indemnity Company  
9800 Fredericksburg Road  
San Antonio TX 78288Western Reserve Life Assurance  
Company of Ohio  
P O Box 5068  
Clearwater FL 33758Western-Southern Life Assurance Co  
P O Box 1119  
Cincinnati OH 45202Westport Insurance Corporation  
P O Box 2979  
Overland KA 66201Zurich Insurance (Guam) Inc  
GCIC Building Suite 900  
414 West Soledad Avenue  
Hagatna GU 96910NAME AND ADDRESS  
OF GENERAL AGENT

Hagatna GU 96910

Cassidy's Associated Insurers Inc  
376 West O'Brien Drive  
Hagatna GU 96910Nanbo Insurance Underwriters  
434 West O'Brien Drive  
Hagatna GU 96910Calvo's Insurance Underwriters Inc  
115 Chalan Santo Papa  
Hagatna GU 96910Billy C. Acebron  
119 South Marine Drive Suite B1  
Tamuning GU 96911Glenn Meno  
400 Route 8  
Maite GU 96927AON Insurance Micronesia (Guam) I  
Hengi Plaza #203  
278 South Marine Drive  
Tamuning GU 96911D B Davis & Associates  
430 West Soledad Avenue  
Staywell Building  
Hagatna GU 96910

## **APPENDIX D**

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# **Major Shareholders Disclosure Affidavit**



# GUAM POWER AUTHORITY

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

## **SPECIAL PROVISION** **FOR** **MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

All Bidders/Offerors are required to submit a current affidavit as required below. Failure to do so will mean disqualification and rejection of the bid/rfp.

### **5 GCA §5233 (Title 5, Section 5233) states:**

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

- 1. If the affidavit is a copy, indicate the BID/RFP number and where it is filed.**
- 2. Affidavits must be signed within 60 days of the date the bids or proposals are due.**

## MAJOR SHAREHOLDERS OF DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)

HAGATNA, GUAM )

I, undersign, \_\_\_\_\_,

(partner or officer of the company of, etc.)

being first duly sworn, deposes and says:

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

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

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

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

Further, affiant sayeth naught.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of individual if bidder/offeror is a sole  
Proprietorship; Partner, if the bidder/offeror is a  
Partnership Officer, if the bidder/offeror is a  
corporation.

Subscribe and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_.

Notary Public \_\_\_\_\_

In and for the Territory of Guam

My Commision expires \_\_\_\_\_.

## **APPENDIX E**

---

### **Non-collusion Affidavit**

## NON-COLLUSION AFFIDAVIT

Guam )  
 )ss:  
 Hagatna )

I, \_\_\_\_\_ first being duly sworn, depose and say:  
 (Name of Declarant)

1. That I am the \_\_\_\_\_ of \_\_\_\_\_.  
 (Title) (Name of Bidding/RFP Company)
2. That in making the foregoing proposal or bid, that such proposal or bid is Genuine and not collusive or shame, that said bidder/offeror has not colluded, Conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM POWER AUTHORITY or any person interested in the proposed contract; and
3. That all statements in said proposal or bid are true.
4. This affidavit is made in compliance with Guam Administrative Rules and Regulations §§3126(b).

\_\_\_\_\_  
 (Declarant)

SUBSCRIBED AND SWORN to me before this \_\_\_\_\_ day of \_\_\_\_\_. 20

)Seal(

\_\_\_\_\_  
 Notary Public

## **APPENDIX F**

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# **No Gratuities or Kickbacks Affidavit**



## NO GRATUITIES OR KICKBACKS AFFIDAVIT

### **AFFIDAVIT**

(Offeror)

**TERRITORY OF GUAM     )**

**)**

**HAGATNA, GUAM     )**

**)**

**SS:**

\_\_\_\_\_, being first duly sworn, deposes and says:

As the duly authorized representative of the Offeror, that neither I nor of the Offeror's officers, representatives, agents, subcontractors, or employees has or have offered, given or agreed to give any government of Guam employee or former employee, any payment, gift, kickback, gratuity or offer of employment in connection with Offeror's proposal.

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

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_day of \_\_\_\_\_, 2017.

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

## **APPENDIX G**

---

# **Ethical Standards Affidavit**

## ETHICAL STANDARDS AFFIDAVIT

### **AFFIDAVIT**

(Proposer)

**TERRITORY OF GUAM        )**

**)**

**HAGATNA, GUAM        )**

**)**

**SS:**

\_\_\_\_\_, being first duly sworn, deposes and says:

That I am ( the Sole Proprietor, a Partner or Officer of the Offeror)

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

\_\_\_\_\_  
Signature of Individual if Proposer is a Sole Proprietorship;

Partner, if the Proposer is a Partnership;

Officer, if the Proposer is a Corporation

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

## **APPENDIX H**

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# **Declaration of Compliance With US DOL's Wage Determination**

## DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

\_\_\_\_\_ hereby certifies under penalty of perjury:

- (1) That I am \_\_\_\_\_ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

## **APPENDIX I**

---

# **Restriction Against Sex Offenders**

## SPECIAL PROVISIONS

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

GCA 5 §5253 Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues:

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the Government of Guam other than public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- (c) Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Requests for Proposals shall state all the conditions in § 5253(b).
- (d) Any contractor found in violation of § 5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

**SOURCE:** *Added by P.L. 28-024:2 (Apr. 21, 2005). Amended by P.L. 28-098:2 (Feb. 7, 2006).*

\_\_\_\_\_  
Signature of Bidder                      Date

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

## **APPENDIX J**

---

# **Bid Bond Form and Instructions**





# GUAM POWER AUTHORITY

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

Edward J.B. Calvo  
Governor

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

Raymond S. Tenorio  
Lieutenant Governor

## BID BOND

NO.: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as

Principal Hereinafter called the Principal, and (Bonding Company), \_\_\_\_\_  
A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are  
Held firmly bound unto the Territory of Guam for the sum of \_\_\_\_\_  
Dollars  
(\$\_\_\_\_\_), for Payment of which sum will and truly to be made, the said Principal and the said  
Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
(PRINCIPAL) (SEAL)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS FOR SUPPORTING DOCUMENTS REQUIRED.

**INSTRUCTION TO PROVIDERS:**

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to the Guam Power Authority, it should be accompanied with copies of the following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

## **APPENDIX K**

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# **Local Procurement Preference Application**



Edward J.B. Calvo  
Governor

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

Raymond S. Tenorio  
Lieutenant Governor

---

Accountability	·	Impartiality	·	Competence	·	Openness	·	Value
----------------	---	--------------	---	------------	---	----------	---	-------

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## LOCAL PROCUREMENT PREFERENCE APPLICATION

Based on the law stipulated below, please place a checkmark or an "X" on the block indicating the item that applies to your business:

5GCA, Chapter 5, Section 5008, "Policy in Favor of Local Procurement" of the Guam Procurement Law states:

All procurement of supplies and services shall be made from among businesses licensed to do business on Guam and that maintains an office or other facility on Guam, whenever a business that is willing to be a contractor is:

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

- Bidders indicating qualification under (d) may be considered QUALIFIED for the Local Procurement Preference only if the Government's requirement is for service. Service is defined Pursuant to 5 GCA Government Operations Subparagraph 5030 entitled DEFINITIONS under Chapter 5 of the Guam Procurement Law.

1. I \_\_\_\_\_, representative for \_\_\_\_\_,  
have read the requirements of the law cited above and do hereby qualify and elect to be given the LOCAL PROCUREMENT PREFERENCE for Bid No.: GPA \_\_\_\_\_.  
By filling in this information and placing my signature below, I understand that the Guam Power Authority will review this application and provide me with a determination whether or not the 15% preference will be applied to this bid.
2. I \_\_\_\_\_, representative for \_\_\_\_\_,  
have read the requirements of the law cited above, and do not wish to apply for the Local Procurement Preference for Bid No.: GPA \_\_\_\_\_.

\_\_\_\_\_  
Bidder Representative Signature

\_\_\_\_\_  
Date

**NOTE:** *Prospective Bidders not completing this form will automatically be not considered for Local Procurement Preference. Non-completion of this form is not a basis for rejection of the bid or proposal.*

## **Invitation for Multi-Step Bid**

**GPA-006-18**

### **DIESEL FUEL OIL NO.2 DELIVERY SERVICES**



**Step 1**

**Qualitative/ Technical Proposal Scoresheet**

## QUALITATIVE / TECHNICAL PROPOSAL INSTRUCTIONS

### IFB for Diesel Fuel Oil No. 2: DELIVERY TO GPA PLANTS

**Task 0: Replace this Text with Bidder's Name.**

#### INSTRUCTIONS

BIDDERS will be given an electronic copy of this Qualitative Proposal Scoring Worksheet which shall be used during evaluation. Bidders are required to fill in Part 1 and Part 2 of this worksheet as part of Qualitative Proposal Evaluation.

The **Proposal Scoring Information** tab contains information on the Maximum Score and Weight of each Checklist Item.

BIDDERS must fill in the **Part 1 - Checklist Item References** tab. GPA will review the proposals to ensure that the references truly comply with the Bid Requirements.

BIDDERS may use the **Proposal Scoring Information** and **Part 2- Qualitative Proposal Score** tabs of this workbook to evaluate the strength of their submittals. However, **only GPA's Evaluation Committee Scores will count.**

**This Task is for PROPONENT to Complete**

**Task 1** BIDDER shall complete *Part 1 - Checklist Item References*. Information on this sheet will be used by GPA Evaluators in referring to BIDDER's qualitative proposal for the responses to each Checklist Item.

Step	Directions
1	Go to "Part 1 - Checklist Item References" worksheet.
2	In Column C, cite the Volume / Chapter / Section / Page Number , etc. pertaining to the section of the Qualitative Proposal where supporting information for each Checklist item can be found. BIDDERS should be as specific as possible. Leaving the spaces blank will mean the BIDDER has no supporting document for the checklist item - GPA Evaluator will then score this item as "0".

**The Succeeding Tasks are for GPA to Complete**

**Task 2** GPA shall review the Proponent's entries made under Task 1.

Step	Directions
1	Review BIDDER's inputs to <b>Part 1 Checklist Item References</b> worksheet. Check supporting documents and verify if responses are given to each Checklist Item.
2	Checklist Items left blank on <b>Part 1 - Checklist Item References</b> worksheet will be automatically scored "0" in <b>Part 2 - Qualitative Proposal Score</b> worksheet.

**Task 3** GPA shall evaluate the BIDDER's qualifications based on the submittals.

Step	Directions
1	Go to <b>Part 2 - Qualitative Proposal Score</b> .
2	Check to see that all Checklist Items without references in <b>Par 1 - Checklist Item References</b> worksheet are scored "0".
3	Review each Checklist Item by referring to the submittals. In Column C of <b>Part 2 - Qualitative Proposal Score</b> worksheet, rate the BIDDER's qualifications.

## Qualitative Proposal Scoring: Proposal Scoring Information

Item	Bidder Checklist Items	Checklist Weight	Maximum Raw Rating Score	Maximum Weighted Score	Percent of Maximum Possible Points For Item	Percent of Total Weighted Score
1	<b>Business Structure and Business Approach</b>	6		30		6.0%
	Company Information for Bidder and its affiliates	1	5	5	16.7%	
	Supporting information showing Business Structure (Company Literature, etc.)	1	5	5	16.7%	
	Supporting information showing Nature of Services Provided (for BIDDER and its affiliates)	1	5	5	16.7%	
	Supporting information describing Business Concepts and Business approach to be used in performing, meeting and achieving objectives of this solicitation	2	5	10	33.3%	
	A copy of Articles of Incorporation and By-Laws, or other applicable forms concerning business organization (for BIDDER and affiliates)	1	5	5	16.7%	
2	<b>Experience and Qualification</b>	36		180		36.0%
	Supporting information showing extensive and reliable experience in the safe and reliable distribution of fuel oil. Information should include, at least, the following: • Successful completion or on-going contracts for the delivery of Diesel Fuel Oil No. 2, within the last five (5) years. Total annual delivered fuel quantity must be similar or greater than the Solicitation volume requirements.	12	5	60	33.3%	
	Supporting information on fleet capacity, illustrating capability to deliver fuel to GPA plants, within the historical truck-roll range of each GPA plant. Please provide details including, at a minimum, capacity of tanker trucks, truck roll capability, qualification of logistics team.	12	5	60	33.3%	
	Supporting information showing capability to adjust to sudden increase or sudden decrease in delivery demand.	12	5	60	33.3%	
3	<b>Organizational Structure and Qualifications</b>	10		50		10.0%
	Organizational structure including names and designations of personnel to be assigned on this contract, including a brief description of the qualifications and responsibilities of each personnel. Include structure of logistics crew delivering fuel to GPA plants.	10	5	50	100.0%	
4	<b>Financial Information Checklist</b>	9		45		9.0%
	Brief description of company's financial position and capability.	3	5	15	33.3%	
	Latest 10-k/Annual Report plus any 10-Qs/quarterly report issued subsequently	3	5	15	33.3%	
	Financial Ratio	3	5	15	33.3%	
5	<b>Insurance Policy</b>	9		45		9.0%
	Provide a copy of your Insurance Policy for GPA's review, and proof of compliance with OPA 90 Insurance Requirements.	9	5	45	100.0%	
6	<b>Local, Federal and Regulatory Compliance</b>	10		50		10.0%
	Supporting documents showing knowledge and experience in complying with local regulations, federal regulations and other applicable laws on Guam.	10	5	50	100.0%	
7	<b>Client References</b>	10		50		10.0%
	At least three (3) client references for similar or larger contracts shall be submitted by the BIDDERS (include the Client Name, Position, Company and copies of contracts with the BIDDERS or AFFILIATES).	5	5	25	50.0%	
	At least three (3) client reference letters describing relationship with Bidder, and Bidder's contract performance.	5	5	25	50.0%	
8	<b>Mobilization Capability Checklist</b>	10		50		10.0%
	Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing	10	5	50	100.0%	
<b>BIDDER Qualifications Score</b>		100		500	100.0%	100.0%

<b>A. BIDDER Qualifying Score</b>	500
-----------------------------------	-----

<b>B. Compliance with quality specifications set in Volume II Section 10 &amp; Schedule B.</b> (Yes = 1 ; No = 0)	1
Bidders shall provide Documentary Evidence (a written statement) of conformity with all of the Quality Specifications set in Volume II Section 10 and Schedule B for the type of fuel to be supplied.	

<b>C. No exceptions, addendums to contract requirements</b> (Yes = 1 ; No = 0)	1
--	---

<b>FINAL QUALIFICATIONS SCORE (A x B x C)</b>	500
---	-----

Minimum Score - Potentially Acceptable Proposal	375.00
Minimum Score - Acceptable Proposal	400.00
Maximum Compliance Score	500.00
Minimum Percent Score - Potentially Acceptable Proposal	75.0%
Minimum Percent Score - Acceptable Proposal	80.0%

## RATINGS GUIDE:

5 - Excellent and plentiful relevant qualifications and project experience. Very highest client references.

3 - Average relevant qualifications and project experience. Average client references.

1 - Poor relevant qualifications and few relevant projects. Fair Client references.

0 - No substantial relevant experience.

**Qualitative Proposal Scoring: Part 1 - Qualitative Proposal Supporting References / BIDDER Checklist Items**

Note: **BIDDER** Checklist Items left blank will be scored as zero points in the **BIDDER** Qualifications Checklist Score.

Item	Bidder Checklist Items	Task 0: Replace this Text with Bidder's Name. -- Supporting Information Referenced in Proposal.
1	<b>Business Structure and Business Approach</b>	
	Company Information for Bidder and its affiliates	
	Supporting information showing Business Structure (Company Literature, etc.)	
	Supporting information showing Nature of Services Provided (for BIDDER and its affiliates)	
	Supporting information describing Business Concepts and Business approach to be used in performing, meeting and achieving objectives of this solicitation	
	A copy of Articles of Incorporation and By-Laws, or other applicable forms concerning business organization (for BIDDER and affiliates)	
2	<b>Experience and Qualification</b>	
	Supporting information showing extensive and reliable experience in the safe and reliable distribution of fuel oil. Information should include, at least, the following: • Successful completion or on-going contracts for the delivery of Diesel Fuel Oil No. 2, within the last five (5) years. Total annual delivered fuel quantity must be similar or greater than the Solicitation volume requirements.	
	Supporting information on fleet capacity, illustrating capability to deliver fuel to GPA plants, within the historical truck-roll range of each GPA plant. Please provide details including, at a minimum, capacity of tanker trucks, truck roll capability, qualification of logistics team.	
	Supporting information showing capability to adjust to sudden increase or sudden decrease in delivery demand.	
3	<b>Organizational Structure and Qualifications</b>	
	Organizational structure including names and designations of personnel to be assigned to this contract, including a brief description of the qualifications and responsibilities of each personnel. Include structure of logistics crew delivering fuel to GPA plants.	
4	<b>Financial Information Checklist</b>	
	Brief description of company's financial position and capability.	
	Latest 10-k/Annual Report plus any 10-Qs/quarterly report issued subsequently	
	Financial Ratio	
5	<b>Insurance Policy</b>	
	Provide a copy of your Insurance Policy for GPA's review, and proof of compliance with OPA 90 Insurance Requirements.	
6	<b>Local, Federal and Regulatory Compliance</b>	
	Supporting documents showing knowledge and experience in complying with local regulations, federal regulations and other applicable laws on Guam.	
7	<b>Client References</b>	
	At least three (3) client references for similar or larger contracts shall be submitted by the BIDDERS (include the Client Name, Position, Company and copies of contracts with the BIDDERS or AFFILIATES).	
	At least three (3) client reference letters describing relationship with Bidder, and Bidder's contract performance	
8	<b>Mobilization Capability Checklist</b>	
	Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing	



### Qualitative Proposal Scoring: Qualitative Evaluation Worksheet

**BID EVALUATOR :**
**Part 2- Qualifications Evaluation Scoresheet For Task 0: Replace this Text with Bidder's Name.**

	Bidder Checklist Items	Checklist Weight	Raw Rating Score	Weighted Score
1	<b>Business Structure and Business Approach</b>	6		0
	Company Information for Bidder and its affiliates	1		0
	Supporting information showing Business Structure (Company Literature, etc.)	1		0
	Supporting information showing Nature of Services Provided (for BIDDER and its affiliates)	1		0
	Supporting information describing Business Concepts and Business approach to be used in performing, meeting and achieving objectives of this solicitation	1		0
	A copy of Articles of Incorporation and By-Laws, or other applicable forms concerning business organization (for BIDDER and affiliates)	2		0
2	<b>Experience and Qualification</b>	36		0
	Supporting information showing extensive and reliable experience in the supply and safe distribution of fuel oil. Information should include, at least, the following: • Successful completion or on-going contracts for the supply of Diesel Fuel Oil No. 2, within the last five (5) years. Total annual delivered fuel quantity must be similar or greater than the Solicitation volume requirements.	12		0
	Supporting information on fleet capacity, illustrating capability to deliver fuel to GPA plants, within the historical truck-roll range of each GPA plant. Please provide details including, at a minimum, capacity of tanker trucks, truck roll capability, qualification of logistics team.	12		
	Supporting information showing capability to adjust to sudden increase or sudden decrease in delivery demand.	12		0
3	<b>Organizational Structure and Qualifications</b>	10		0
	Organizational structure including names and designations of personnel to be assigned at this contract, including a brief description of the qualifications and responsibilities of each personnel. Include structure of logistics crew delivering fuel to GPA plants.	10		0
4	<b>Financial Information</b>	9		0
	Brief description of company's financial position and capability.	3		0
	Latest 10-k/Annual Report plus any 10-Qs/quarterly report issued subsequently	3		0
	Financial Ratio	3		0
5	<b>Insurance Policy</b>	9		0
	Provide a copy of your Insurance Policy for GPA's review, and proof of compliance with OPA 90 Insurance Requirements.	9		0
6	<b>Federal and Regulatory Compliance</b>	10		0
	Supporting documents showing knowledge and experience in complying with local regulations, federal regulations and other applicable laws on Guam.	10		0
7	<b>Client References</b>	10		0
	At least three (3) client references for similar or larger contracts shall be submitted by the BIDDERS (include the Client Name, Position, Company and copies of contracts with the BIDDERS or AFFILIATES).	5		0
	At least three (3) client reference letters describing relationship with Bidder, and Bidder's contract performance.	5		0
8	<b>Mobilization Capability</b>	10		0
	Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing	10		0
<b>A. BIDDER Qualifying Score</b>				<b>0</b>

<b>B. Compliance with quality specifications set in Volume II Section 10.</b>	<b>(Yes = 1 ; No = 0)</b>	
Bidders shall provide Documentary Evidence (a written statement) of conformity with all of the Quality Specifications set in Volume II Section 10 & Schedule B for the types of fuel to be supplied.		

<b>C. No exceptions, addendums to contract requirements</b>	<b>(Yes = 1 ; No = 0)</b>	
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<b>FINAL QUALIFICATIONS SCORE (A x B x C)</b>	<b>0</b>
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Minimum Score - Potentially Acceptable Proposal	375.00
Minimum Score - Acceptable Proposal	400.00
Maximum Compliance Score	500.00
Minimum Percent Score - Potentially Acceptable Proposal	75.0%
Minimum Percent Score - Acceptable Proposal	80.0%

**RATINGS GUIDE:**

- 5 - Excellent and plentiful relevant qualifications and project experience. Very highest client references.
- 3 - Average relevant qualifications and project experience. Average client references.
- 1 - Poor relevant qualifications and few relevant projects. Fair Client references.
- 0 - No substantial relevant experience.

## **Invitation for Multi-Step Bid**

**GPA-006-18**

**Diesel Fuel Oil No.2**

**Delivery Services**



**Step 2**

**Price Proposal**

**BID PRICE PROPOSAL**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I, \_\_\_\_\_ (Name of Representative) \_\_\_\_\_,

authorized representative of \_\_\_\_\_ (Name of Company) \_\_\_\_\_,

a/an (Individual / Partnership / Corporation / Other: \_\_\_\_\_) incorporated

in \_\_\_\_\_ hereby submit our Price Proposal for

**MULTI-STEP BID NO. 006-18: DIESEL FUEL OIL NO. 2 DELIVERY SERVICES****BID PRICE PROPOSAL:****DELIVERY TO GPA PLANTS**

<b>5-year Base Period</b>	<b>1<sup>st</sup> year</b> (in 3 decimals)	<b>2<sup>nd</sup> year</b> (in 3 decimals)	<b>3<sup>rd</sup> year</b> (in 3 decimals)	<b>4<sup>th</sup> year</b> (in 3 decimals)	<b>5<sup>th</sup> year</b> (in 3 decimals)
<b>Fixed Service Fee (\$/gal)</b>					

Signature and Title of Person  
Authorized to Sign this Bid:

\_\_\_\_\_

Name and Address of BIDDER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 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.
- [ ] 7. **“ALL OR NONE” BIDS:** Unless otherwise allowed under this Solicitation. “all or none” bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.

**NOTE:** By checking this item, the Government is requesting all of the bid items to be bid or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.

- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Letter of Credit, Cash, Certified Check or Cashier's Check, Bid Guarantee Bond 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 one hundred fifty thousand dollars (US\$150,000.00). 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 of fifteen percent (15%) of the annual contract cost for that full or partial fiscal year within the term of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made with ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202.03.4).

- [X] 13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 15. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
- [X] 17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
  - b) The ability, capacity, and skill of the Bidder to perform.
  - c) Whether the Bidder can perform promptly or within the specified time.
  - d) The quality of performance of the Bidder with regards to awards previously made to him.
  - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
  - f) The sufficiency of the financial resources and ability of the Bidder to perform.
  - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
  - h) The compliance with all of the conditions to the Solicitation.
- [X] 18. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
- [ ] 19. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [ ] 20. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [ ] 21. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [ ] 22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 23. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).
- [ ] 24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [ ] 25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Guam Power Authority Dededo Warehouse at (671) 653-2073, Information Technology Division at (671) 648-3060, Transportation Division at (671) 300-8321, and/or Guam Power Authority Cabras Warehouse at (671) 475-3319, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [ ] 26. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

- [ ] 27. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [ ] 28. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [ ] 29. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle Safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [ ] 30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 31. **GUARANTEE:**
  - a) **Guarantee of Vehicle Type of Equipment:**  
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
  - b) **Guarantee of Other Type of Equipment:**  
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
  - c) **Compliance with this Section is a condition of this Bid.**
- [X] 32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 33. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 34. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 35. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [ ] 36. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [ ] 37. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 38. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative towards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.
- [X] 40. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of

delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due to the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## GOVERNMENT OF GUAM

### SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Guam Power Authority.
  
2. **PREPARATIONS OF BIDS:**
  - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
  - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
  - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
  - d) Bids for supplies or services other than those specified will not be considered.  
Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
  
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
  
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment.  
Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
  
5. **SUBMISSION OF BIDS:**
  - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
  - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
  - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
  - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
  
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
  
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
  - a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations Section 3-202)
  - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
  
8. **DISCOUNTS:**
  - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.



b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **SELLERS' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12 below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations Section 3-202.12.2).
12. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (P.L. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (Guam Procurement Regulations Section 3-202.12.3).
13. **MULTI-STEP SEALED BIDDING:**
  - a. It is defined as two-phase process consisting of a technical first-phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the territory, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-step have their priced bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtained the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers.
  - b. In addition to the requirements set forth in the General Terms and Conditions and the Special provisions, the following applies:
    - 1). only unpriced technical offers are requested in the first phase;
    - 2). priced bids will be considered only in the second phase and only from bidders whose unpriced technical offers are found acceptable in the first phase;
    - 3). the criteria to be used in the evaluation at those specified in the Special Provisions and the General Terms and Conditions;
    - 4). the territory, to the extent the Procurement Officer finds necessary, may conduct oral or written discussion of the unpriced technical offers;
    - 5). the bidders, may designate those portions of the unpriced technical offers which contain trade secrets or other proprietary data which are to remain confidential; and,
    - 6). the service being procured shall be furnished generally in accordance with bidder's technical offer as found to be finally acceptable and shall meet the requirements of the Invitation for Bids.
  - c. **RECEIPT AND HANDLING OF UNPRICED TECHNICAL OFFERS.**  
Unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request nondisclosure of trade secrets and other proprietary data identified in writing.
  - d. **EVALUATION OF UNPRICED TECHNICAL OFFERS.**  
The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation for Bids. The unpriced technical offers shall be categorized as:
    - 1). acceptable;
    - 2). potentially acceptable, that is, reasonably susceptible of being made acceptable; or
    - 3). unacceptable. The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file.

The Procurement Officer may initiate Phase Two of the procedure if, in the Procurement Officer's opinion, there are sufficient acceptable unpriced technical offers to assure effective price competition in the second phase without technical discussions. If the Procurement Officer finds such is not the case, the Procurement Officer shall issue an amendment to the Invitation for Bids or engage in technical discussions as set forth in Subsection 3-202.20.5 of this Section.
  - e. Upon the completion of Phase One, the Procurement Officer shall invite each acceptable bidder to submit a price bid. Upon submission of prices, the Procurement Officer shall prepare the final evaluation and reconsideration for the Chief Procurement Officer's approval.