



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-014-18				
DESCRIPTION: Petroleum Inspection 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 - FIFTY THOUSAND DOLLARS (US \$50,000.00) 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

- a. Cash, Bank Draft, Cashier's Check or Certified Check
- b. Wire Transfer to Guam Power Authority. Account information shall be sent to bidders upon request.
- c. Letter of Credit or
- d. Surety Bond – Valid only if accompanied by:
  1. Current Certificate of Authority issued by the Insurance Commissioner;
  2. Power of Attorney issued by the Surety to the Resident General Agent;
  3. Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

(XX) STATEMENT OF QUALIFICATION;

( ) SAMPLES;

( ) BROCHURES/DESCRIPTIVE LITERATURE; (Shall provide detailed literature on items offered.)

(XX) 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:

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

(XX) OTHER REQUIREMENTS:

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  
1<sup>st</sup>. Floor, Room 101  
Gloria B. Nelson Public Service Building  
688 Route 15  
Mangilao, Guam 96913

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

(5)

DATE ISSUED: 11/16/2017 MULTI-STEP  
11/24/2017 BID INVITATION NO.: GPA-014-18  
BID FOR: Petroleum Inspection Services  
SPECIFICATION: See Attached  
DESTINATION: See Attached  
REQUIRED DELIVERY DATE: On or about June 01, 2018  
PRE-BID CONFERENCE (NON- MANDATORY): 9:00 A.M., December 05, 2017  
SITE VISIT (NON-MANDATORY): 10:00 A.M., December 05, 2017  
CUT OFF DATE FOR RECEIPT OF QUESTIONS: December 12, 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 16, 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**

**IFB No. GPA<sup>014</sup>-18**

**PETROLEUM INSPECTION SERVICES**



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

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

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

**Invitation for Multi-Step Bid**

**GPA-014-18**

**Petroleum Inspection 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.

The Authority plans to purchase approximately 2,500,000 barrels per year of Residual Fuel Oil No.6 (RFO) and approximately 1,000,000 barrels per year of Diesel Fuel Oil No.2 carried via ocean freight petro-shipping vessels chartered by the off-island supplier. The delivery cycle is about 30-45 days.

The ship is being accommodated at the F-1 Dock Facility managed and operated by Tristar Terminals Guam, Inc. The RFO cargoes discharged by the ship are transported by pipeline into the designated shore tanks located at GPA Fuel Farm Facility in Piti and the Tristar Tank Farm Facility in Agat.

GPA and the Petroleum Supplier(s) entered into a supply contract agreement requirement that involves the intervention of an independent third party to provide petroleum inspection services for fuel acceptance during the receiving of RFO cargoes for the Authority and to provide the necessary documentations consistent with standard industry practices.

GPA is inviting interested Firms to participate in a Multi-Step Bid for Petroleum Inspection Services.

The Contract shall be for THREE (3) years to commence on or about **June 01, 2018** with TWO (2) 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.

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**Table 1: Bid Milestones**

Bid Process Milestones		From	To
<b>Bid Announcement</b>		11/16/2017	01/16/2018
<b>Pre-Bid Conference (Non-mandatory)</b>		12/05/2017 (9:00 am)	
<b>Site Visit (Non-Mandatory)</b>		12/05/2017 (10:00 am)	
Submit Questions		11/16/2017	12/12/2017
<b>Cut Off Date for Receipt of Questions</b>		12/12/2017	
GPA Review and Answer Questions		11/16/2017	12/22/2017
Vendor Prepare Bids		11/16/2017	01/16/2018
<b>Cut Off Date for Receipt of Proposals (Technical and Price Proposals)</b>		<b>01/16/2018 (2:00 pm)</b>	
<b>EVALUATION</b>	Technical Proposal Evaluation	01/22/2018	01/26/2018
<b>Step One:</b>	Notification of Qualified Bidders	02/05/2018	02/09/2018
<b>EVALUATION</b>	<b>Price Proposal Opening</b>	<b>02/27/2018 (2:00 pm)</b>	
<b>Step Two:</b>	Price Proposal Evaluation	03/05/2018	03/09/2018
Approvals		TBA	TBA
Issue Notice to Proceed (Performance Bond)		TBA	TBA
Contract Signing		TBA	
Contract Mobilization		TBA	TBA
<b>CONTRACT Commencement</b>		<b>06/01/2018</b>	

**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 Petroleum Inspection 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 supply and/or deliver the services required by the Authority under this IFB.

The estimated total fuel oil 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 for the base period shall be for THREE (3) years and shall commence on or about after 0:00 hour on June 01, 2018, and shall continue until midnight of May 31, 2021 with options to extend for TWO (2) additional One (1) year term, upon mutual agreement of both parties.

**1.2.2. CONTRACT PRICE**

The total contract price in U.S. Dollars per barrel for fuel oil delivered to GPA shall be inclusive of all costs and liabilities incurred prior to supply and/or 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.

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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 Multi-Step Bid.

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 Multi-Step 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

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- 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 Petroleum Inspection. The CONTRACTOR shall demonstrate its experience and expertise in Petroleum Inspection by providing the following:

- Supporting information outlining and/or illustrating past and current successful experience in the Petroleum Inspection. Include list of clients for the last five (5) years.
- Experience with Fuel Handling.

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

The CONTRACTOR shall illustrate its approach in providing Petroleum Inspection Services 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);

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7. Ethical Standards Affidavit (Appendix G);
8. Declaration of Compliance with US DOL's Wage Determination (Appendix H);
9. Restriction Against Sex Offenders Affidavit (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) "PETROLEUM INSPECTION SERVICES"
- 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

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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) "PETROLEUM INSPECTION SERVICES"
- (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-Attorney documentation.

Associated companies or joint ventures shall jointly designate one Power-of-Attorney 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 THREE (3) year contract base period.

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-Authority 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 equal to **FIFTEEN PERCENT (15%)** of the contract period as security for the faithful performance and proper fulfillment 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 Fifty Thousand Dollars (US\$50,000.00)** 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 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).*

**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;

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- Required affidavits (Major Shareholders Disclosure; Non-Collusion; No Gratuities or Kickbacks; Ethical Standards; Declaration of Compliance with US DOL's Wage Determination; Restriction Against Sex Offenders);
- Proposal Checklist;
- Bid Bond; and
- 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 Affidavit
- Appendix I: Restriction Against Sex Offenders Affidavit
- 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.

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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.

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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 THREE (3) year contract base period.

**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-014-18**

### **PETROLEUM INSPECTION SERVICES**



**Volume II**

**CONTRACT**

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**CONTRACT**

**CONTRACTOR**

**GUAM POWER AUTHORITY**

**2018**

**MULTI-STEP BID NO.: GPA-014-18**

**PETROLEUM INSPECTION SERVICES**

**FORMAL CONTRACT**

This Agreement and Formal Contract (“Contract”), is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between:

CONTRACTOR, \_\_\_\_\_, hereinafter referred to as CONTRACTOR, duly organized, licensed, registered and qualified to do business in Guam 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;

**RECITALS**

WHEREAS, GPA seeks the services an independent third-party Petroleum Inspection Company to comply with its contractual requirements with its fuel supplier; and

WHEREAS, the current contract for the Petroleum Inspection Services will expire on May 31, 2018; and

WHEREAS, GPA seeks to engage the professional services and assistance of **CONTRACTOR** to provide Petroleum Inspection and other services as are specified herein;

WHEREAS, GPA has provided adequate public announcement of the need for such services through an Invitation for Multi-Step Bid (MSB) describing the type of services required and specifying the type of information and data required of each offeror;

WHEREAS, GPA has issued an Invitation for Multi-Step Bid for Petroleum Inspection Services under Multi-Step Bid No.: GPA-014-18; and

WHEREAS, **CONTRACTOR** submitted a bid for the Petroleum Inspection Services;

WHEREAS, GPA, upon evaluation of the submitted bid proposals, determined that **CONTRACTOR** is the most responsive bidder to provide the services set forth in the IFB;

WHEREAS, **CONTRACTOR** is fully willing to provide, and is capable of providing, the Petroleum Inspection Services set forth in the IFB and Agreement in accordance with the terms and conditions thereof;

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 acknowledged; **CONTRACTOR** and GPA hereby agree as follows:

## **SECTION 1. DEFINITIONS**

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

**“ASTM”** shall mean the American Society for Testing and Materials.

**“API”** shall mean the American Petroleum Institute.

**“Approved”** when applied by ENGINEER to CONTRACTOR's drawings or documents, shall mean that the drawings or documents are satisfactory from the standpoint of interfacing with GPA-furnished components, and/or that ENGINEER has not observed any statement or feature that appears to deviate from the Specification requirements.

**“Approved As Revised”** when applied by ENGINEER to CONTRACTOR's drawings or documents shall mean that the drawings or documents are approved as defined above, except that the corrections shown are required for the proper interfacing with GPA-furnished components or are necessary to be in conformance with the Specification's requirements.

**“Barrel”** shall mean a volume equivalent to 42 U.S. gallons.

**“Change Order”** A written instrument to CONTRACTOR signed by GPA authorizing an addition, deletion, or revision in the goods or special services, or an adjustment in the purchase order price or the delivery time, issued after the effective date of the Contract Agreement (Agreement).

**“Contract”** shall mean the Petroleum Inspection Services Contract executed as a result of this IFB.

**“Contract Agreement” or “Agreement”** The written agreement between GPA and CONTRACTOR covering the furnishing of the Goods, Special Services, and other services in connection therewith evidencing what is contemplated and agreed to between the parties including any other Contract Documents either attached to the Agreement or made a part thereof by reference therein.

**“Contract Documents”** The Contract Agreement, Bonds (where required), these General Conditions, any Supplementary Conditions, the Specifications, the Drawings and

any other documents specifically identified in the Contract Agreement, together with all Modifications issued after execution of the Contract Agreement.

**“Contracting Officer”** as used herein means the General Manager of the Guam Power Authority and shall include his authorized representatives.

**“CONTRACTOR”** as used herein means the party or parties who or which shall have duly entered into a contract with the Guam Power Authority to perform the work herein contemplated or his or their authorized assignee.

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

**“Delivery Time”** shall mean the total number of days or the dates stated in the Agreement for furnishing the Goods and/or Special Services.

**“Defective”** An adjective which when modifying the words Goods or Special Services refers to Goods or Special Services which are unsatisfactory, faulty, deficient, do not conform to the Contract Documents, or do not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

**“Drawings”** shall mean all official drawings approved by the ENGINEER and showing the character and scope of the Goods to be furnished.

**“Effective Date of the Contract Agreement”** The date indicated in the Purchase Agreement on which it becomes effective, or if no such date is indicated, the date by which the Purchase Contract is signed by both parties.

**“ENGINEER”** Wherever the words "ENGINEER" or "ENGINEERS" appear in the CONTRACT Documents, it shall mean the Guam Power Authority's Manager of Strategic Planning for Operations and Research Development (SPORD) and shall include his authorized representatives duly appointed as "ENGINEER". GPA shall assign several ENGINEERS as required to cover specialized areas of expertise.

**“ENGINEER's Instructions”** Written instructions issued by ENGINEER which clarify or interpret the CONTRACT Documents or order minor changes or alterations in the Goods or Special Services to be furnished but which do not involve a change in the Purchase Price or the Delivery Time.

**“Forms Enclosed”** The copies of the Formal Contract and Bid Bond, enclosed herewith are incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein.

**“General Manager”** shall mean the Chief Executive Officer of the Guam Power Authority. 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 the Guam Power Authority.

**“Goods”** All property required to be furnished by CONTRACTOR under the procurement documents.

**“Modification”** A written amendment of the Purchase Agreement signed by both parties, or Change Order, or ENGINEER's Instructions.

**“Notice”** as used herein shall mean and include 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. The CONTRACTOR must provide and maintain a post office address within Guam and file the same with the Contracting Officer.



**“GPA” or “Authority”** as used herein means the Guam Power Authority, and shall include the Governor of Guam, and/or his authorized representatives.

**“Point of Delivery”** The place at which property in the goods shall pass to GPA shall be CIF landed at job-site, Guam, unloaded.

**“Project”** The plant, facilities, or works the Goods and Services are to be used for or incorporated into.

**“Procurement Officer”** The General Manager of the Guam Power Authority or the General Manager’s designee.

**“PURCHASER”** The Guam Power Authority with whom CONTRACTOR has entered into the Contract Agreement.

**“Seller”** The CONTRACTOR.

**“Special Services”** Services to be furnished by CONTRACTOR as required by the Contract Agreement.

**“Territory”** The Territory of Guam.

## **SECTION 2. PURPOSE AND SCOPE OF SERVICES**

2.1 Purpose. The CONTRACTOR agrees to provide all the services as required under Volumes I Commercial Terms and Conditions, Volume II Technical and Functional Requirements, and Volume III Facility Technical Description of the Solicitation herein and Guam Power Authority (GPA) agrees to pay for all the services rendered in the amount as stipulated in Section 5. The Petroleum Inspection Services Contract will commence on or about May 01, 2013. By awarding this contract, GPA’s goal is to ensure proper measurement and accountability of fuel received from supplier vessels into GPA’s fuel storage facility to minimize product losses.

2.2 Scope of Services. Contractor shall be responsible to perform Petroleum Products Inspection Services for GPA in accordance with the standard petroleum industry inspection practices (ASTM, API, ISO or alternate methods acceptable to GPA) on an as needed basis. Contractor shall provide comprehensive inspection, sounding, and product sampling services on Petro-Tanker Ships and the Shoretanks. Contractor responsibility shall include the following, but is not limited to:

- a. Provide qualified and competent Petroleum Inspectors. A valid certification issued by the International Federation of Inspection Agencies (IFIA) or equivalent is required.
- b. Intervention/ Supervision of cargo discharging and receiving operation; Inspection of pipelines, terminals, ship-to-ship or shore-to-shore transfers; work closely with GPA and its contractors for the safe handling of petroleum products.
- c. Coordination with authorized Terminal and Vessel representatives to perform required function aboard the vessel and at the Shoretank Facility.
  - i. Ship compartment inspection before and after cargo discharging for quantity determination;
  - ii. Shoretanks inspection before and after cargo receipt for quantity determination;
  - iii. Product sampling for quality determination;
- d. Coordination with the Testing Facility for the product quality determination for acceptability under the quality specifications set forth in Schedule A.
- e. Audit and investigate discrepancies and/or losses exceeding the following limits: 0.50% for ship-to-shore, 0.50% for shore-to-ship & 0.25% for shore-to-shore transfer.
- f. Document standard operating procedures, application manuals and process manuals for inspection and sampling of petroleum products.
- g. Submit comprehensive, accurate, and timely reporting of ship and shoretank inventory quantities. Provide loadport and discharge port cargo variance analysis (Four Point Analysis) in order to determine discrepancies of ship's cargo quantities for possible cargo claims.
- h. Perform sealing operations;
- i. Represent and defend GPA in all controversies that may arise pertaining to the cargo custody transfer.

- j. Perform other essential functions relative to petroleum inspection.

The CONTRACTOR shall provide qualified and trained personnel to deliver the services required under the Contract. CONTRACTOR shall provide all personnel required to safely, efficiently, and legally receive all vessel shipments and other fuel movement operations as may be required by the Authority.

2.3 Scope of the Agreement. This Contract supersedes any and all other agreements related to Petroleum Inspection, either oral or in writing between parties hereto with respect to the retainment of CONTRACTOR by the Authority and contains all of the covenants and agreements between the parties. Each party to this Contract acknowledges that no representation, promises or agreement, orally or otherwise, has been made by any party, or anyone acting on behalf of any party and that no other agreement not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if in writing, and mutually agreed to and signed by both parties. For purposes of this Contract, only the signature of the General Manager will effectively bind GPA to this Contract.

### **SECTION 3. CONDITIONS PRECEDENT**

3.1 CONTRACTOR's Submittals. CONTRACTOR shall supply the following to GPA, each in form and substance satisfactory to GPA unless such condition precedent is waived by GPA:

- a) copies of resolutions adopted by CONTRACTOR's Board of Directors authorizing the execution, delivery and performance by CONTRACTOR of this Agreement certified by the company secretary of CONTRACTOR in a manner satisfactory to GPA;
- b) a performance bond as specified in **Appendix B** of the Bid Documents.

- c) a copy of the Articles of the Incorporation of CONTRACTOR certified by the company secretary in a manner satisfactory to GPA;
- d) a copy of CONTRACTOR's license to do business in Guam.

3.2 GPA's submittals. GPA shall supply the following, each in form and substance satisfactory to CONTRACTOR unless such condition precedent is waived by CONTRACTOR:

- a) copies of resolutions adopted by the Consolidated Commission on Utilities authorizing the execution, delivery and performance by GPA of this Agreement, each certified by the corporate secretary of the CCU in a manner satisfactory to CONTRACTOR;

3.3 Insurance. CONTRACTOR shall obtain all insurance specified in **Section 28** of this Agreement.

#### **SECTION 4. CONTRACT DOCUMENTS**

4.1. Documents Included. It is mutually agreed that the following lists of documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the contract documents, all of which are made a part hereof, and collectively evidence and constitute the contract between the parties hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows in their order of precedence:

- a. This Contract
- b. Amendments to MS GPA Bid No.: GPA-014-18
- c. MS GPA Bid No.: GPA-014-18
- d. CONTRACTOR's Proposal for MS GPA No.: GPA-014-18
- e. The Performance Bond
- f. Affidavit of Disclosure of Major Shareholders

- g. Audited financial information on CONTRACTOR's firm and all subcontractors that will be used in the Petroleum Inspection Services Contract
- h. Certificate of Good Standing to conduct business in jurisdiction of residence
- i. Non-collusion Affidavit

4.2 Discrepancies. In the case of discrepancies or conflicts between the above-referenced contract documents, this Contract shall take precedence over MS GPA-014-18, and CONTRACTOR's proposal submitted in response to the IFB. In case of discrepancies or conflicts between the Amendments to MS GPA-014-18, the Amendments shall take precedent. If CONTRACTOR believes that there is any discrepancy or inconsistency between this CONTRACT and the other contract documents, CONTRACTOR shall bring such discrepancy to the attention of the General Manager before proceeding with the work affected thereby.

4.3 Presumption of Familiarity. It will be conclusively presumed that CONTRACTOR has read, examined and agreed to each and every term, condition, provision, covenant or agreement contained within each and every Contract Document. CONTRACTOR is assumed to 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 CONTRACTOR will not relieve CONTRACTOR from responsibility.

## **SECTION 5. CONTRACT TERM**

5.1 Term. The term for the Petroleum Inspection Services Contract shall be for a three (3) year period commencing on or about June 01, 2018 and shall continue until the midnight of May 31, 2021. The contractual obligation of GPA and CONTRACTOR is subject to the availability of funds. GPA shall have the right

to extend the contract for three (3) additional one-year (1) year terms with the mutual consent of both parties.

5.2 Extension. Prior to the expiration of the three-year contract term, GPA may, at its election, extend the contract for up to two additional one-year terms. GPA and CONTRACTOR may renew this agreement upon the mutual agreement of the parties. If the Agreement shall be renewed, then the parties shall meet and discuss the new terms and conditions of the Agreement six months before Termination Date.

5.3 Notice of Extension. GPA shall notify CONTRACTOR in writing its intent to extend the contract for any extension no later than six months before Termination Date. GPA shall give appropriate notice of its intentions regarding its option to exercise contract extension. The notification will include the number of years GPA intends to extend the contract, not to exceed two years.

At the beginning of the 3<sup>rd</sup> contract year GPA and the CONTRACTOR shall negotiate the contract extension terms based on the optimum requirements for the facility. These requirements shall be considered as starting negotiation points between GPA and the CONTRACTOR, should GPA elect to exercise the optional contract extension. Final confirmation by mutual agreement between GPA and the CONTRACTOR for contract extension shall be given after completion of negotiation no less than no later than six months before Termination Date. However, GPA may elect to reverse its decision without penalty at any time within six months of the end of the contract period based on the CONTRACTOR's poor performance during this period.

## **SECTION 6. COMPENSATION FOR SERVICES**

6.1 Payment. GPA shall pay CONTRACTOR for costs and services rendered hereunder in accordance with this Agreement. Compensation for services

performed and provided by CONTRACTOR shall be on a monthly basis at the rate stipulated in this section. CONTRACTOR shall invoice GPA once a month, and payment shall be made within 30 days of after receipt of an acceptable invoice. In the event of any dispute with regard to any portion of the invoice, the undisputed portion shall be paid pending settlement of the dispute. Should GPA fail to make any payment due to CONTRACTOR under this Agreement, GPA shall pay interest to CONTRACTOR in accordance with the provisions of the Prompt Payment Act, 5 GCA Sections 22502-22507.

6.2 Contract Price. The Contract Price constitutes the total consideration to be paid by GPA to CONTRACTOR for the complete delivery of all Contract Items, and for performing other services in connection therewith in accordance with the Contract Documents as amended by the parties pursuant to the Agreement. The Price or Cost for each Contract Item under this Agreement shall remain fixed during the term of this Agreement. Unless expressly provided otherwise in the Contract Documents, the Contract Price is not subject to escalation in respect of materials and/or labor cost or any other factor or variation in rates of exchange, and all duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at its expense without change in the Contract Price. Charges, fees, CONTRACTOR's profit, and all other expense shall be deemed to be included in the Contract Price. Only a formal Change Order request, accepted by GPA, may change the Contract Price. CONTRACTOR shall make any claim for an increase in the Contract Price in advance of performance of any such changes. However, GPA reserves the right to challenge or refute such claims.

**BID PRICE OFFER :****Per Cargo Discharge Attendance**

- a. Based on estimated total receipts of 240,000 bbl per shipment.
- b. Inclusive of vessel and shore tanks gauging and sampling.

Contract Period	3-Year Base Period \$/bbl (in 3 decimals)			Extension Option \$/bbl (in 3 decimals)	
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
First 50,000 bbls					
Balance thereafter					

6.6 Final payment shall be made upon delivery and acceptance of all Services as herein specified and performed under this Agreement. Prior to final payment, and as a condition precedent thereto, CONTRACTOR shall execute and deliver to the Authority a release of any claims arising under and by virtue of this Agreement against the Authority except any identified written claims in existence at the time of the final payment.

6.7 The prices and costs set forth in this Agreement are based on the assumption that the Services performed will be subject to the Guam Gross Receipts Tax. CONTRACTOR is responsible for payment of any applicable taxes.

**SECTION 7. AGREEMENT**

Prior to entering into a formal agreement, GPA and CONTRACTOR shall resolve and document any differences between the CONTRACTOR's proposal and the tender documents.

The Agreement between GPA and CONTRACTOR shall consist of the tender documents, as resolved by the CONTRACTOR's final negotiated Proposal and by GPA amendments,



and the CONTRACTOR's proposal, as adjusted by a prioritized list of documents generated during the evaluation and negotiation processes and agreed to and acknowledged in writing by both parties. These documents may consist of, but are not limited to, written answers to questions, letters, and written clarifications to the proposal.

Any formal contract document shall reference GPA tender documents and the CONTRACTOR's proposal. No oral understanding or statement shall modify the Agreement. Changes to the above documents can only be made in accordance with the procedure for modifications as defined in **Section 1 Changes**.

The resolved tender documents shall take priority over and shall govern in all cases of conflict with the adjusted proposal. The CONTRACTOR's contractual obligation shall be to fulfill all requirements of the tender documents, as resolved, and to provide all features of the CONTRACTOR's proposal, as adjusted.

The tender documents are intended to be complementary, what is called for by one shall be as binding as if called for by all. If not otherwise specified in the tender documents, these General Conditions shall apply. If, during performance of the Agreement CONTRACTOR detects a discrepancy in the tender documents, CONTRACTOR shall so report to ENGINEER in writing at once and shall obtain a written interpretation or clarification from ENGINEER before proceeding further; however, CONTRACTOR shall not be liable to GPA for failure to report any conflict, error, or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

All materials, equipment, and services that may reasonably be inferred from the tender documents, as being required to produce the intended result will be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe materials, equipment, or services, such words will be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the code of any Governmental

authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, or code in effect on the effective date of the Agreement except as may be otherwise specifically stated in the Specification or Agreement. ENGINEER as provided in **Section 1 ENGINEER** shall issue clarifications and interpretations of the tender documents.

## **SECTION 8. OPERATION OF THIS CONTRACT**

The Guam Power Authority's responsibility for the day to day monitoring and enforcement of this Contract resides with the Manager of SPORD or his designee. The CONTRACTOR shall identify to GPA the person(s) responsible for the implementation of the Contract and who shall act as the CONTRACTOR's point of contact.

## **SECTION 9. CONTRACTOR'S OBLIGATIONS**

9.1 The CONTRACTOR shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required in this contract, and as specified in the Invitation for Bid Documents. The CONTRACTOR shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do carry on the Contract to the satisfaction of GPA.

9.2 Contractor must maintain competent and qualified inspectors that are certified by the **International Federation of Inspection Agencies (IFIA)**. Contractor shall be responsible to perform Petroleum Products Inspection Services for GPA in accordance with the standard petroleum industry inspection practices (ASTM, API, ISO or alternate methods acceptable to GPA) on an as needed basis. Contractor shall provide comprehensive inspection, sounding, and product sampling services

on Petro-Tanker Ships and the Shoretanks. Contractor responsibility shall include the following, but is not limited to:

- a. Provide qualified and competent Petroleum Inspectors. A valid certification issued by the International Federation of Inspection Agencies (IFIA) or equivalent is required.
- b. Intervention/ Supervision of cargo discharging and receiving operation; Inspection of pipelines, terminals, ship-to-ship or shore-to-shore transfers; work closely with GPA and its contractors for the safe handling of petroleum products.
- c. Coordination with authorized Terminal and Vessel representatives to perform required function aboard the vessel and at the Shoretank Facility.
  - i. Ship compartment inspection before and after cargo discharging for quantity determination;
  - ii. Shoretanks inspection before and after cargo receipt for quantity determination;
  - iii. Product sampling for quality determination;
- d. Coordination with the Testing Facility for the product quality determination for acceptability under the quality specifications set forth in Schedule A.
- e. Audit and investigate discrepancies and/or losses exceeding the following limits: 0.50% for ship-to-shore, 0.50% for shore-to-ship & 0.25% for shore-to-shore transfer.
- f. Document standard operating procedures, application manuals and process manuals for inspection and sampling of petroleum products.
- g. Submit comprehensive, accurate, and timely reporting of ship and shoretank inventory quantities. Provide loadport and discharge port cargo variance analysis (Four Point Analysis) in order to determine discrepancies of ship's cargo quantities for possible cargo claims.
- h. Perform sealing operations;
- i. Represent and defend GPA in all controversies that may arise pertaining to the cargo custody transfer.
- j. Perform other essential functions relative to petroleum inspection.

The CONTRACTOR shall provide qualified and trained personnel to deliver the services required by the Authority under this IFB. CONTRACTOR shall provide all personnel required to safely, efficiently, and legally receive all vessel shipments and other fuel movement operations as may be required by the Authority.

The CONTRACTOR shall establish a standard operating procedure or update existing procedures for preventing product contamination and minimizing inventory losses. The CONTRACTOR shall fulfill all other responsibilities related to Receiving of Bulk Product as described in Volumes I and II of the Invitation for Bid.

The CONTRACTOR shall ensure that the products in GPA's storage tanks meet the Fuel Specifications required by GPA. The CONTRACTOR shall not cause to contaminate the product stored in the bulk storage tanks, and shall be liable for any product contamination resulting from the negligent acts of its employees or agents. Such negligent acts shall be subject to claims by GPA against the CONTRACTOR. Quality specification is listed under Schedule A in Volume VI of the Invitation for Bid.

9.3 Personnel. The CONTRACTOR shall provide adequate number of qualified and trained personnel to properly conduct Petroleum Inspection Services. Petroleum Inspectors must hold a valid certification issued by the **International Federation of Inspection Agencies (IFIA)**. CONTRACTOR shall provide all personnel required to safely, efficiently, and legally receive all vessel shipments.

9.4 Coordination with GPA. CONTRACTOR shall coordinate with the GPA and its agents for all Petroleum Inspection related activities.

## **SECTION 10. QUANTITY AND QUALITY ASSURANCE**

CONTRACTOR shall be solely responsible for the cost resulting from any direct damages due to losses in fuel quantity and/or failure in quality thereof, caused by the negligence of the CONTRACTOR.

**SECTION 11. WARRANTY**

The CONTRACTOR's obligation to deliver and perform services in connection therewith in accordance with the Agreement is absolute, and the CONTRACTOR warrants and guarantees to GPA that all services will be in accordance with the Contract Documents.

The CONTRACTOR shall provide GPA with all warranties and guarantees in writing. GPA and the BIDDER shall negotiate the manner in which claims against these warranties are addressed including any remedies for non-responsiveness. This may include retention of contract amounts, performance bonds, etc.

The CONTRACTOR shall be responsible for remedying all defects, without limitation, in design, materials, workmanship, operating characteristics, or performance of the Goods developing within twelve (12) months from the date on which GPA has placed the Goods in continuous service, or within twenty-four (24) months from the date of final payment, whichever date shall first occur, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or by any specific provisions of the Contract Documents.

**SECTION 12. DEFECTIVE WORK**

No work or material which may be defective will be considered accepted as a consequence of the failure of the GPA to discover or to point out said defects.

The fact that the GPA may have overlooked defective work shall not constitute the acceptance of work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK.

If at any time GPA notifies THE CONTRACTOR in writing that any of the Services are defective, THE CONTRACTOR shall promptly provide acceptable services. If THE CONTRACTOR fails to do so, GPA may obtain the alternate or substitute services

elsewhere. All direct, indirect, and other costs of correcting or of obtaining services elsewhere will be charged against THE CONTRACTOR.

GPA may at any time by order given in writing stop any work not being done according to drawings and specifications and any order so given shall not in any way relieve the CONTRACTOR from completing his contract and shall not in any way terminate, cancel or abrogate the contract or any part thereof, and the Government of Guam shall not in any way be responsible for the delay due to stopping the work as aforesaid.

### **SECTION 13. DEFAULT**

In the event either party of this Contract fails to perform any of the provisions of this Contract, the other party must notify the party in default in writing of the deficiency or non-performance. The party in default has thirty (30) calendar days in which to remedy such default. If such default is not cured within thirty (30) calendar days, the other party may terminate all or part of the Contract. Events of default include but are not limited to the following:

- (a) Failure of CONTRACTOR to provide evidence of an acceptable performance bond on specified time.
- (b) Failure of the GPA to pay invoices within 30-days of receipt.
- (c) Failure of CONTRACTOR to adhere to the terms of the Contract.

### **SECTION 14. LICENSES, PERMITS, TAXES, AND RESPONSIBILITIES**

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

**SECTION 15. SUBCONTRACTS**

Nothing contained in the contract documents shall be construed as creating any contractual relationship between any sub-CONTRACTOR and the GPA. The diffusion or sections of the specifications are not intended to control the CONTRACTOR in dividing the work among subcontractors or to limit the work performed by any trade.

The CONTRACTOR shall be as fully responsible to the GPA for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

The CONTRACTOR shall be responsible for the coordination of the subcontractors engaged in his work.

The CONTRACTOR shall, without additional expense to the GPA, utilize the services of specialty subcontractors on those parts of the work which are specified to be performed by specialty subcontractors.

GPA will not undertake to settle any differences between the CONTRACTOR and his subcontractors or between subcontractors.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work including waiver of mechanics liens to bind subcontractors by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the GPA any exercise over the CONTRACTOR under any provisions of the contract documents.

**SECTION 16. ASSIGNMENT OF AGREEMENT**

The CONTRACTOR shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the GPA and of all the sureties executing any bonds on behalf of the CONTRACTOR in connection with said contract. In case the CONTRACTOR assigns the whole or any part of said contract or assigns all or any part of

any monies due or to become due under said contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the CONTRACTOR or otherwise shall be subject to all of the terms and conditions of said contract or supplemental thereto, the rights and remedies of the GPA thereunder or arising by operation of the law and to the liens of all persons, firms, and corporations for services rendered or materials supplied in connection with the performance of said contract.

## **SECTION 17. EQUAL OPPORTUNITY**

17.1 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. The CONTRACTOR will take affirmative action to insure that qualified applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs 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 nondiscrimination clause.

17.2 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, religion, sex, color, age, economic status, or national origin.

17.3 The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the GPA, advising the said labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order



No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**SECTION 18. PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRITORY**

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

**SECTION 19. 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).*

**SECTION 20. CLAIMS AND DISPUTES**

All controversies between the GPA and the CONTRACTOR which arise under, or are by virtue of, this Contract and which are not resolved by mutual agreement of the parties shall be decided as set forth in 5 G.C.A §5427 of the Guam Procurement Law.

**SECTION 21. TERMINATION FOR CONVENIENCE**

GPA may terminate the performance of the services under this Contract in accordance with this clause in whole, or in part, whenever GPA determines that such termination of Contract is in the best interest of the Guam Power Authority and its ratepayers.

Any such termination is effected by delivery to the CONTRACTOR a written Notice of Termination specifying the extent to which services in the Contract is terminated in whole or in part. In the event the GPA elected to terminate the Contract it shall be effective sixty (60) days after the receipt of such Notice of Termination.

**SECTION 22. 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 Guam, GPA may in its sole discretion terminate this Contract upon 30 days written notice.

**SECTION 23. 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.

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 estoppels against, the right of such party to require such performance by the other. Nor shall any such failure to object constitute a waiver or estoppels with respect to any succeeding failure of performance.

#### **SECTION 24. GOVERNING LAW**

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. 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 25. RELATIONSHIP OF PARTIES**

Nothing contained in the Contract as awarded to the successful offeror 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 supplier of services and beneficiary.

**SECTION 26. NOTICE TO OTHER PARTY**

Either party whose obligations may be affected by any of the forces or causes set out in the preceding section, supra, shall promptly notify the other party in writing, giving full particulars thereof as soon as possible after such occurrence of such force or cause. Such party shall exercise due diligence to remove such cause with all reasonable dispatch and shall exert every efforts to resume performance at the earliest practicable time.

**SECTION 27. NOTICES**

Any notice, demand or any document required or permitted to be delivered hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the mail, postage prepaid, registered or certified mail, addressed to the parties at their respective address indicated below:

To: \_\_\_\_\_

(CONTRACTOR)

FAX Number: \_\_\_\_\_

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

TO: GUAM POWER AUTHORITY  
Attention: General Manager  
FAX Number (671) 648-8163  
P.O. Box 2977, Hagatna  
Guam 96932-2977

## SECTION 28. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

28.1. Mandatory Insurance Requirements. Prior to commencing the work, CONTRACTOR shall obtain and thereafter maintain during the course of the work Insurance with companies acceptable to GPA. The CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The minimum limits of insurance shall be as follows unless a higher limit is required by statute:

1. **General Liability.** General Liability including products, completed operations and contractual coverage for this Agreement. It shall have coverage for "on an occurrence basis" commercial general liability which includes GPA's and CONTRACTOR's protective and contractual liabilities, and have a general aggregate limit of One Million US Dollars (US\$1,000,000), a products and completed operations aggregate limit of One Million US Dollars (US\$1,000,000), and a single occurrence limit of One Million US Dollars (US\$1,000,000), and One Million US Dollars (US\$1,000,000) for any of the above. GPA shall be additional insured.
2. **Auto Liability.** Auto Liability covering bodily injury and property damage. It shall carry coverage for owned, hired and non-owned vehicles, which includes endorsement for loss, property damage or destruction and personal bodily injury in single aggregate minimum amount of One Million US Dollars (US\$1,000,000) for each occurrence. GPA shall be additional insured.
3. **Worker's Compensation and Employer's Liability.** Worker's Compensation and Employer's Liability – Statutory Limits. The coverage shall include all employees and all statutory limits and requirements for workers' compensation for the Territory of Guam, and including but not limited to

employers' (CONTRACTOR) liability for employee bodily injury. Add Waiver of Subrogation endorsement in favor of GPA.

28.2. Certificate of Insurance. CONTRACTOR shall furnish certificates of insurance and waiver of subrogation endorsement to GPA prior to commencement of work showing evidence of such coverage, including the statement to the effect that cancellation or termination of the insurance shall not be effective until at least (10) days after receipt of written notice to GPA. At all times CONTRACTOR's insurance shall be primary to any other insurance that may be carried by GPA. The statement of limits of insurance coverage shall not be construed as in any way limiting the CONTRACTOR's liability under this agreement. GPA shall be an additional insured on all liability coverage and certificates of insurance shall clearly indicate such.

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

## **SECTION 29. INDEMNITY**

The CONTRACTOR shall indemnify, defend and hold harmless GPA against all loss, damage, or expense (including reasonable attorney's fees incurred by GPA) arising out of the performance of the work, including injury or death to any person or persons resulting from the acts or omission of the CONTRACTOR or the CONTRACTOR's employees, servants, agents or subcontractors and from mechanics and materialism liens.

**SECTION 30. WAIVER OF SUBROGATION**

The parties hereby release each other and their respective officers, employees, and agents from all loss or damage to the Premise property, machinery and equipment and to the fixtures, personal property, equipment and improvements of either GPA or CONTRACTOR in or on the Property, notwithstanding that any such loss or damage may be due to or result from the negligence of either of the parties or their respective officers, employees or agents. This waiver does not apply to maintenance and repair assumed under this contract by the CONTRACTOR.

**SECTION 31. ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of persons (including employees) and property. Equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction published by the Associated General CONTRACTORS of America to the extent that such provisions are not in contravention of applicable laws. Should typhoon warnings be issued, the CONTRACTOR shall take every practicable precaution to minimize damage and/or danger to persons, to the work, and to the adjacent property.

**SECTION 32. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY.**

In case of an emergency which threatens loss or injury of property and/or safety or life, the CONTRACTOR shall act, without previous instructions from the GPA, as the situation may warrant.

**SECTION 33. FORCE MAJEURE.**

No failure or omission 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 if the same shall be caused by or arise out of:

- (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 of nationalization;
- (d) Rationing. Embargoes, export or import restrictions or rationing or allocation, whether imposed by law, decree or regulation or by voluntary cooperation of industry at the insistence or request of any governmental authority or person purporting to act therefore;
- (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;
- (g) Loss of Tankers. Loss of tanker tonnage due to sinking or capture by belligerents, to include acts of piracy or to governmental taking whether or not by formal requisition;
- (h) Accidents. Accidents to or adjuncts of shipping navigation;
- (i) Strikes and Quarantine. 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 fuel because of the election of the government of the country of its origin to confiscate, retain, ban export, or otherwise prevent shipment of fuel;



- (l) Mechanical Breakdown. Unavailability of GPA's electric generating plant and any, or all, appurtenances thereto, including transmission and distribution facilities, due to any mechanical operate as designed, emergency outages of equipment or facilities for the purpose of making repairs to avoid breakdown thereof or damage thereto other than regularly scheduled repairs or regular maintenance; or
- (m) 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.

#### **Invocation of Force Majeure**

The party invoking Force Majeure shall perform the following:

- a) Notify the other party as soon as reasonably possible by facsimile, e-mail, telex, cable or Messenger/courier of the nature of Force Majeure, anticipated exposure time under Force Majeure, and the extent to which the Force Majeure suspends the affected party's obligations under the CONTRACT;
- b) Consult with the other party and take all reasonable, prudent steps to minimize the losses of either party resulting from the Force Majeure;
- c) Resume the performance of its obligations as soon as possible after the Force Majeure condition ceases.

Should the circumstances of *Force Majeure* continue over a period of ninety (90) days, GPA has the right, if no other understanding is reached, to terminate the whole Agreement or any part thereof. Any delay or failure in performing the obligations under the Contract Documents of the parties hereto shall not constitute default under the Purchase Contract or give rise to any claim for damages or loss or anticipated profits if,

and to the extent, such delay or failure is caused by Force Majeure, and if a claim is made therefore.

Force majeure claims shall be submitted within 60 days. After this period, no claims shall be accepted by any parties.

**SECTION 34. ATTORNEY’S FEES AND COSTS**

CONTRACTOR agrees that should a default by either party result in litigation, the successful party shall be entitled to recover its costs and reasonable attorney’s fees from the defaulting party.

**SECTION 35. CONTRACT BINDING EFFECT**

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

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first written.

CONTRACTOR:

GPA:

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

**GUAM POWER AUTHORITY**

\_\_\_\_\_

JOHN M. BENAVENTE, P.E.  
General Manager

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
D. GRAHAM BOTHA, Esq.,  
GPA Staff Attorney

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

**PERFORMANCE AND PAYMENT BONDS**

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

\_\_\_\_\_

(Name of CONTRACTOR)

herein after called the CONTRACTOR and \_\_\_\_\_

\_\_\_\_\_

(Name of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_

(hereafter referred to as: "Surety") authorized to transact business in Guam as Surety, are held and firmly bound unto the Guam Power Authority, as obligee, for use and benefit of claimants as herein below defined, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for

the payment whereof the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has by written agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into a Contract with the Guam Power Authority for the Petroleum Inspection Services in accordance with the Specifications prepared by the Guam Power Authority, which Contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the CONTRACTOR shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required

for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Guam Power Authority provided the same is within the scope of the Contract.
  
- B. Whenever CONTRACTOR shall be and is declared to be in default under the Contract by the Guam Power Authority, and the Guam Power Authority has performed its Contract obligations, 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 of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the 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 than 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 and any amendments thereto, less the amount properly paid by the Guam Power Authority to CONTRACTOR. 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 Authority.

- C. A claimant is defined as one having a direct contract with the CONTRACTOR, or with a sub-CONTRACTOR of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- D. The above-named CONTRACTOR and Surety hereby jointly and severally agree with the Guam Power Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Guam Power Authority shall not be liable for the payment of any costs or expenses of any such suit.
- E. No suit or action shall be commenced hereunder by a claimant:
1. Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following: The CONTRACTOR, the Guam Power Authority, or the Surety above named, within ninety (90) calendar days after such claimant did or performed that last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR at any place the principal maintains an office or conducts its business.

- 2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
- 3. Other than in a court of competent jurisdiction in and for Guam.

F. The amount of the payment bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

IN THE PRESENCE OF:

(Note: If the Principles are Partners, each must execute the Bond)

\_\_\_\_\_

(WITNESS)

\_\_\_\_\_

(CONTRACTOR)

(SEAL)

\_\_\_\_\_

(TITLE)

\_\_\_\_\_

\_\_\_\_\_

(MAJOR OFFICER OF SURETY)

\_\_\_\_\_

(MAJOR OFFICER OF SURETY)

\_\_\_\_\_

(TITLE)

\_\_\_\_\_

(TITLE)

\_\_\_\_\_

# Invitation for Multi-Step Bid

**GPA-014-18**

## PETROLEUM INSPECTION SERVICES



**Volume III**

**Appendices**

## **APPENDIX A**

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# **Proposal Checklists**



**Multi-Step Bid GPA-014-18: Petroleum Inspection Services**  
**Appendix A-Proposal Checklists**

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**DOCUMENT RECEIPT CHECKLIST**

Document Title	Proponent Initial
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-014-18: Petroleum Inspection Services  
Appendix A-Proposal Checklists**

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**DOCUMENT SUBMISSION CHECKLIST**

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

	<b>ITEM</b>	<b>QUANTITY (ORIGINALS)</b>	<b>QUANTITY (COPIES)</b>	<b>GPA INITIAL</b>
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 Multi-Step 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 \_\_\_\_\_, 2018, entered into a **CONTRACT TO PROVIDE PETROLEUM INSPECTION SERVICES** with the **GUAM POWER AUTHORITY** through midnight of May 31, 2020 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



250 Middlefield Road  
Menlo Park CA 94025

376 West O'Brien Drive  
Hagatna GU 96910

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 COMPANYNAME AND ADDRESS  
OF GENERAL AGENT

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

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

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

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

Alpha Insurers  
123 Archbishop Flores Street  
Hagatna GU 96910

Conseco Life Insurance Co  
11815 N Pennsylvania Street  
Carmel IN 46032

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

Continental Insurance Co  
CNA Plaza  
Chicago IL 60685

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

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	Anne M. Palacios GCIC Building Suite 9 Hagatna GU 96910
Insurance Company of North America 1601 Chestnut Street P O Box 7716 Philadelphia PA 19192	Takagi & Associates Inc 414 W Soledad Avenue GCIC Building Suite 100 Hagatna GU 96910

---

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



---

NAME AND HOME ADDRESS  
OF INSURANCE COMPANY

New Haven CT 06510

Liberty National Life Insurance Company

P O Box 2612

Birmingham AL 35202

Lincoln Benefit Life Company  
3075 Sanders Road H2C

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 & 32

Mangilao GU 96923

Jesus Dela Cruz  
231 Hesler Street

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

Northbrook IL 60062

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 96910Lincoln National Life Insurance Co  
1300 South Clinton Street  
Fort Wayne IN 46802Dale M. Donovan  
790 N Marine Drive #496  
Tumon GU 96911David W. Cassidy  
376 West O'Brien Drive  
Hagatna GU 96910LM Insurance Corporation  
175 Berkeley Street  
Boston MA 02117Anne M. Palacios  
414 W Soledad Avenue  
GCIC Building Suite 9  
Hagatna GU 96910LM Insurance Corporation  
175 Berkeley StreetTakagi & Associates Inc  
414 W Soledad Avenue

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

Boston MA 02117

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

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

Sateena Mail Suite 207/208  
Dededo GU 96912

Hagatna GU 96910

Monumental Life Insurance Company  
2 East Chase Street  
Baltimore MD 21202

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

MONY Life Insurance Company  
1740 Broadway  
New York NY 10019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pacific Indemnity Insurance Company  
P O Box 3580  
Hagatna GU 96932

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

Pacific Indemnity Insurance Company  
P O Box 3580  
Hagatna GU 96932

Prescott Hoeck dba:  
Guam Ventures  
121 Taison Way

Tamuning GU 96911

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 Sampaguita 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



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

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

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 Commission Gratuity or other Compension</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 Commission 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 sham, 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**

---

**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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
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**

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# **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**

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# **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 my 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**



# 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

Accountability · Impartiality · Competence · Openness · Value

## 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-014-18**

**PETROLEUM INSPECTION SERVICES**



**Step 1**

**Qualitative Proposal**

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


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

**Bidder Qualifications Checklist Score:: 37**

Item	BIDDER Checklist Items	Task 0: Replace this Text with Bidder's Name. -- Supporting Information Referenced in Proposal.
1	<b>Petroleum Inspection Experience</b> Supporting information showing a minimum of five (5) years progressive experience in Petroleum Inspection and Audit; Ship-to-Shore Transfer and Receiving of Bulk Petroleum Products; Pipeline Product Custody Transfer and other related activities.	333
2	<b>Financial Information Checklist</b> Three-Year Historical: Balance Sheet (Audited) Income Statement (Audited) Financial Ratios	333 333 333
3	<b>Insurance Policy</b> Provide a copy of existing Insurance Policies for GPA's review, relative to complying with GPA's Insurance Requirements.	333
4	<b>General Experience and Expertise</b> Inspector Certification/ Membership with IFIA	333
5	<b>Other Documents</b> At least three (3) Client References for work performed under a scope similar to this solicitation, and certifications related to Petroleum Inspection Work. Certificate of Good Standing to conduct business in jurisdiction of residence. Additional Information Provided.	333 333 333

**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
	<b>Petroleum Inspection Experience</b>	<b>10</b>		<b>50</b>		<b>27.0%</b>
1	Supporting information showing a minimum of five (5) years progressive experience in Petroleum Inspection and Audit; Ship-to-Shore Transfer and Receiving of Bulk Petroleum Products; Pipeline Product Custody Transfer and other related activities.	10	5	50	100.0%	.
	<b>Financial Information Checklist</b>	<b>9</b>		<b>45</b>		<b>24.3%</b>
	Three-Year Historical:					
2	Balance Sheet (Audited)	3	5	15	100.0%	
	Income Statement (Audited)	3	5	15	100.0%	
	Financial Ratios	3	5	15	100.0%	
	<b>Insurance Policy</b>	<b>3</b>		<b>15</b>		<b>8.1%</b>
3	Provide a copy of existing Insurance Policies for GPA's review, relative to complying with GPA's Insurance Requirements.	3	5	15	100.0%	
	<b>General Experience and Expertise</b>	<b>5</b>		<b>25</b>		<b>13.5%</b>
4	Inspector Certification/ Membership with IFIA	5	5	25	100.0%	
	<b>Other Documents</b>	<b>10</b>		<b>50</b>		<b>27.0%</b>
	At least three (3) Client References for work performed under a scope similar to this solicitation, and certifications related to Petroleum Inspection Work.	5	5	25	100.0%	
5	Certificate of Good Standing to conduct business in jurisdiction of residence.	5	5	25	100.0%	
	Additional Information Provided.					
	<b>Bidder Qualifications Score</b>	<b>37</b>		<b>185</b>	100.0%	<b>100.0%</b>

<b>Minimum Score - Potentially Acceptable Proposal</b>	139.00
<b>Minimum Score - Acceptable Proposal</b>	148.00
<b>Maximum Compliance Score</b>	185.00
<b>Minimum Percent Score - Potentially Acceptable Proposal</b>	75.0%
<b>Minimum Percent Score - Acceptable Proposal</b>	80.0%

**Qualitative Proposal Scoring: Bidder Qualifications Checklist**

<b>Bidder Qualifications Checklist Score:</b>		<b>37</b>
<b>Item</b>	<b>BIDDER Checklist Items</b>	<b>Task 0: Replace this Text with Bidder's Name. -- Supporting Information Referenced in Proposal.</b>
<b>1</b>	<b>Petroleum Inspection Experience</b> Supporting information showing a minimum of five (5) years progressive experience in Petroleum Inspection and Audit; Ship-to-Shore Transfer and Receiving of Bulk Petroleum Products; Pipeline Product Custody Transfer and other related activities.	<b>10</b>
<b>2</b>	<b>Financial Information Checklist</b> Three-Year Historical: Balance Sheet (Audited) Income Statement (Audited) Financial Ratios	<b>9</b>
<b>3</b>	<b>Insurance Policy</b> Provide a copy of existing Insurance Policies for GPA's review, relative to complying with GPA's Insurance Requirements.	<b>3</b>
<b>4</b>	<b>General Experience and Expertise</b> Inspector Certification/ Membership with IPIA	<b>5</b>
	<b>Other Documents</b>	<b>10</b>
<b>5</b>	At least three (3) Client References for work performed under a scope similar to this solicitation, and certifications related to Petroleum Inspection Work.  Certificate of Good Standing to conduct business in jurisdiction of residence.	<b>5</b>
	Additional Information Provided:	<b>0</b>
<b>Bidder Qualifications Checklist Score:</b>		<b>37</b>

**Qualitative Proposal Scoring: Qualitative Evaluation Worksheet**

BID EVALUATOR :	Evaluated Bidder Qualifications Score (%) : 0
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Part 2- Qualifications Evaluation Scoresheet For Task 0: Replace this Text with Bidder's Name.

Item	BIDDER Checklist Items	Checklist Weight	Raw Rating Score	Weighted Score	Percent of Total Possible Points For Item
1	<b>Petroleum Inspection Experience</b>	10		0	0.0%
	Supporting information showing a minimum of five (5) years progressive experience in Petroleum Inspection and Audit; Ship-to-Shore Transfer and Receiving of Bulk Petroleum Products; Pipeline Product Custody Transfer and other related activities.	10		0	0.0%
2	<b>Financial Information Checklist</b>	9		0	0.0%
	Three-Year Historical:				
	Balance Sheet (Audited)	3		0	0.0%
	Income Statement (Audited)	3		0	0.0%
	Financial Ratios	3		0	0.0%
3	<b>Insurance Policy</b>	3		0	0.0%
	Provide a copy of existing Insurance Policies for GPA's review, relative to complying with GPA's Insurance Requirements.	3		0	0.0%
4	<b>General Experience and Expertise</b>	5		0	0.0%
	Inspector Certification/ Membership with IPIA	5		0	0.0%
5	<b>Other Documents</b>	10		0	0.0%
	At least three (3) Client References for work performed under a scope similar to this solicitation, and certifications related to Petroleum Inspection Work.	5		0	0.0%
	Certificate of Good Standing to conduct business in jurisdiction of residence.	5		0	0.0%
	Additional Information Provided.				
<b>Evaluated Bidder Qualifications Score</b>					<b>0</b>
					<b>0.0%</b>

**Invitation For Multi-Step Bid**

**GPA-014-18**

**PETROLEUM INSPECTION SERVICES**



**Step 2**

**Price Proposal**

**PRICE PROPOSAL**

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

To: \_\_\_\_\_

Gentlemen:

The undersigned (hereafter called the Bidder), a \_\_\_\_\_

\_\_\_\_\_

*(Corporation, Partnership or Individual)*

organized and/or licensed to do business under the laws of \_\_\_\_\_,  
 hereby proposes and agrees to provide necessary **Petroleum Inspection Services** for  
 GPA, all in accordance with the specifications set forth under the contract documents  
 prepared by the Guam Power Authority:

**BID PRICE OFFER :****Per Cargo Discharge Attendance**

- a. Based on estimated total receipts of 240,000 bbl per shipment.
- b. Inclusive of vessel and shore tanks gauging and sampling.

Contract Period	3-Year Base Period \$/bbl (in 3 decimals)			Extension Option \$/bbl (in 3 decimals)	
	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
<b>First 50,000 bbls</b>					
<b>Balance thereafter</b>					

The undersigned has examined the specifications and other contract documents and is familiar with the local conditions at the place where the Contract is to be performed.

The bid security attached, without endorsement, in the sum of **Fifty Thousand dollars (\$50,000.00)**, is furnished to the Government as a guarantee that the contract will be

executed and a performance and payment bond furnished within fifteen (15) calendar days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this bid, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder. The undersigned hereby agrees that the amount of the attached bid security is a reasonable forecast of potential damages and is not a penalty.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) calendar days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to **One Hundred percent (100%) of the contract amount within fifteen (15) calendar days after receipt of such notice.**

The undersigned understands that GPA reserves the right to reject any or all bids or to waive any informality or technicality in any bids in the interest of the Government.

Attached hereto is an affidavit as proof that the undersigned has not engaged into any collusion with any person with respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

RESPECTFULLY SUBMITTED BY:

---

(CONTRACTOR)

---

(BY)

---

(TITLE)

---

(BUSINESS ADDRESS)



## GOVERNMENT OF GUAM

### GENERAL TERMS AND CONDITIONS

#### SEALED BID SOLICITATION AND AWARD

**Only those Boxes checked below are applicable to this bid.**

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.
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.
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.
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.
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.
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 bided or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.

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.
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.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
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 **FIFTY THOUSAND DOLLARS (US\$50,000.00)**. 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.**
12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Guam Power Authority issued by any of the local Banks or Bonding Institution in the amount equal to **FIFTEEN PERCENT (15%)** of the contract period as security for the faithful performance and proper fulfillment 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 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.
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.**
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.
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).
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.
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.
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.
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.
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 3-202.20.5of 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.