January 23, 2020

AMENDMENT NO.: III

TO

INVITATION FOR MULTI-STEP BID NO.: GPA-013-20

FOR

PETROLEUM TESTING SERVICES FOR RESIDUAL FUEL OIL NO. 6

Prospective Bidders are hereby notified of the following changes and response to inquiries received from SGS Guam, Inc. dated January 14, 2020:

CHANGES:

REMOVE and REPLACE:

1. REMOVE Page 9 of 114 and REPLACE with 9a of 114 (see attached):

Under Volume I –COMMERCIAL TERMS AND CONDITIONS, Section 1.2.2 CONTRACT PRICE

Delete entire verbiage and replace with:

“The total contract price in U.S. Dollars for the services delivered to GPA shall be all-inclusive. The contract price structure is described in detail in Volume II (Contract) – Section 7 of the solicitation package.”

2. REMOVE Page 12 and 13 of 114 and REPLACE with 12a and 13a of 114 (see attached):

Under Volume I –COMMERCIAL TERMS AND CONDITIONS, Section 2.10.1.1 TECHNICAL PROPOSAL

Delete entire verbiage and replace with:

“Each BIDDER’s Technical Proposal shall include the following:

1) 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
2) **Experience and Qualification**

The contractor shall provide supporting information showing extensive and reliable experience in Petroleum Testing. The CONTRACTOR shall demonstrate its experience and expertise in Petroleum Testing by providing the following:

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

- Supporting information to demonstrate compliance with the requirements of Volume II Section 4 and other pertinent sections of the solicitation package.

- Experience with Fuel Handling.

3) **Statement of Qualification/ Organizational Structure**

The CONTRACTOR shall illustrate its approach in providing Petroleum Testing Services to GPA as required under Volume II Section 4 and other pertinent sections of the solicitation package. 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.

4) **Financial Information**

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

5) **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.

6) **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.

7) **Mobilization Capability**

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

3. **REMOVE** Page 38 and 39 of 114 and **REPLACE** with 38a and 39a of 114 (see attached):

Under Volume II –CONTRACT, Section 4.1, Scope of Work

Delete entire verbiage and replace with:
“Contractor shall provide comprehensive product testing services on Petro-Tanker Ships and the Shoretanks at no additional cost to GPA. Contractor responsibility shall include the following, but is not limited to:

a. Testing of petroleum products.

b. Provide sampling materials and testing equipment.

c. Ensure standard testing and quality control procedures are performed for petroleum products;

d. Work closely with GPA and/or its authorized agents for the safe handling of petroleum products.

e. Coordinate and cooperate with authorized Terminal, Dock and Vessel representatives to perform required function aboard the vessel and at the Shoretank Facility.

f. Coordinate and cooperate with the Petroleum Inspectors for the timely delivery and receipt of samples required for product quality determination for acceptability under the specifications set forth in Schedule A.

g. Prioritize testing of critical parameters as required by GPA;

h. Provide test results in a timely manner;

i. Resolve controversies on fuel quality as it arises.

j. Provide technical advice to GPA as may be required.

k. Other essential functions relative to petroleum testing.”

4. **REMOVE** Page 40 of 114 and **REPLACE** with 40a of 114 (see attached):

Under Volume II –CONTRACT, Section 4.7, Sample Handling

Delete entire verbiage and replace with:

“Samples shall be retained at the Contractor’s facility no less than ninety (90) days at no additional cost to GPA. Samples exceeding the retention period shall be disposed by the Contractor at no additional cost to GPA.”

5. **REMOVE** Page 50 and 51 of 114 and **REPLACE** with 50a and 51aof 114 (see attached):

Under Volume II –CONTRACT, Section 26, Contractor’s and Subcontractor’s Insurance

Delete entire verbiage and replace with:

“26.1. **Mandatory Insurance Requirements**.

Prior to commencing the work, CONTRACTOR shall obtain and, thereafter maintain during the contract period, 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 named as additional insured and Waiver of Subrogation endorsement in favor of GPA.

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 and Waiver of Subrogation endorsement in favor of GPA.

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.

### 26.2. 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.

### 26.3. 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.”

6. **REMOVE** Page 55 of 114 and **REPLACE** with 55a of 114 (see attached):

   Under Schedule A: PRODUCT QUALITY SPECIFICATION

   Delete in its entirety and replace with:

   **SCHEDULE A, TABLE 1: PRODUCT QUALITY SPECIFICATION**

7. **ADD** Page 55b of 114, Continuation of **SCHEDULE A, TABLE 1: PRODUCT QUALITY SPECIFICATION** (see attached).

8. **REMOVE** Page 107 and 108 of 114 and **REPLACE** with 107a and 108a of 114 (see attached):

   **STEP 2 – BID PRICE PROPOSAL**
SGS Guam, Inc. dated 01/14/2020:

QUESTION:
1. Will contractor provide all sample containers to be used within the scope of this IFB?

ANSWER:
Contractor shall provide all sample containers to be used within the scope of this IFB.

Kindly refer to CHANGES #1 and #3 above.

QUESTION:
2. Once samples have exceeded the extension period will samples be turned over to GPA or disposed by the contractor?

ANSWER:
Samples exceeding the retention period shall be disposed by the Contractor at no additional cost to GPA.

Kindly refer to CHANGES #4 above.

QUESTION:
3. Will disposal fees be included in the IFB price proposal?

ANSWER:
Kindly refer to Volume II Section 7, Contract Price (Page 42 of 114):

“Charges, fees, CONTRACTOR's profit, and all other expense shall be deemed to be included in the Contract Price.”…

Kindly refer to CHANGES #1 and #4 above.

QUESTION:
4. Page 9 states under section 1.2.2 Contract Price that “The total contract price in U.S. Dollars per barrel for the services…….” Please explain.

ANSWER:
Kindly refer to CHANGES #1 above for the removal of “per barrel”.

QUESTION:
5. Page 12, section 2.10.1.1, section e, Federal and Regulatory Compliance. “The contractor shall provide supporting documents showing knowledge and experience in complying with federal regulation and other applicable laws on Guam, such as OPA 90 and others, including documents showing compliance with all federal regulations and applicable laws” Question – Please elaborate on “OPA and others” and “all federal regulations and applicable laws” and how it relates to IFB on Petroleum Testing, particularly the Oil Pollution Act of 1990.

ANSWER:
Kindly refer to CHANGES #2 above.

QUESTION:
6. Page 19, Section 2.13, Award of Contract. “GPA reserves the right to make multiple awards, partial awards, or award in whole, whichever may be most advantageous to GPA”. Please explain further, particularly in the event no one facility or laboratory is fully capable of performing all 25 test parameters on island. If then would it better to announce as an IFB without having all testing facilities 100% compliant and capable of on-island testing?
ANSWER: Kindly refer to CHANGES #7 above.

QUESTION:
7. The previous IFB (GPA-055-14) required a minimum of 60% of testing to be performed on-island as compared to this bid requiring 100% to be performed on-island. What percent of GPA's samples, if any, and with the latest shipment received, has GPA permitted to be sent off-island for testing and for what specific parameters?

ANSWER: Kindly refer to CHANGES #7 above.

QUESTION:
8. Page 26, Section 4.2, Qualitative Proposal Evaluation. Please explain “Potentially Acceptable, that is reasonably susceptible of being made Acceptable. 80%> Score=> 75%”.

ANSWER:
As explained in Volume I Section 4.2 (Qualitative Proposal Evaluation):

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

- Acceptable
- Potentially Acceptable
- Unacceptable.

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

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

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

BIDDERS who are rated by the majority of the GPA evaluators as Unacceptable is determined to be Not Qualified and will not be allowed to participate in Step 2 – Price Proposal. The Procurement Officer shall record in writing the basis for finding a Bidder Not Qualified and make it part of the procurement file.”
Table 1. Final Evaluation of Bidder Qualification

<table>
<thead>
<tr>
<th>GPA Evaluator</th>
<th>BIDDER 1</th>
<th>BIDDER 2</th>
<th>BIDDER 3</th>
<th>BIDDER 4</th>
<th>BIDDER 5</th>
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</tbody>
</table>

**QUESTION:**
9. Page 38, Section 4, Contractor’s Obligations. Please elaborate on the applicability to this IFB of “If delays are experienced which are directly attributed to the Contract, corresponding wharfage/demurrage charges will be billed to Contractor”.

**ANSWER:**
This pertains to the product testing of critical parameters or other parameters requiring immediate results, or any other contractual responsibilities. Any delays caused by the Contractor resulting in demurrage charges to GPA will be billed to the Contractor as pass-thru fees.

**QUESTION:**
10. Page 42, Section 6, Compensation for Services, (c). Please expad on this recent inclusion that”......based on the assumption that the services performed will be subject to the Guam Gross Receipts Tax”. At present, the gross receipts tax rate is at 5% and may or may not fluctuate during the short term of the contract. Although GPA is an autonomous agency of the government of Guam, it is considered part of the Government of Guam. Please provide guidance on this matter since this would affect not only bidders to this IFB, but all those who provide products and services to the Guam Power Authority, locally and abroad.

**ANSWER:**
Kindly refer to Volume II, SECTION 7, CONTRACT PRICE.

**QUESTION:**
11. Page 50, Section 26, Contractor’s and Subcontractor’s Insurance, 1-4. Please elaborate the need and applicability for the “excess liability with limits of $5,000,000 or higher” and “GPA shall be additionally insured: alongside General Liability.

**ANSWER:**
Kindly refer to CHANGES #5 above.

**QUESTION:**
12. What will be the turnaround time of test results? If you will require the Off-Island testing to the nearest Laboratory affiliate.

**ANSWER:**
Kindly refer to CHANGES #7 above.

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

JOHN M. BENAVENTE, P.E.
General Manager
The CONTRACTOR shall provide GPA with Petroleum Testing 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.

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

1.2.1. CONTRACT TERM

The Contract Term for the base period shall be for Two (2) years with options to extend for Three (3) additional One (1) year term, upon mutual agreement of both parties.

1.2.2. *CONTRACT PRICE

The total contract price in U.S. Dollars for the services delivered to GPA shall be all-inclusive. The contract price structure is described in detail in Volume II (Contract) – Section 7 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.

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
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 Testing. The CONTRACTOR shall demonstrate its experience and expertise in Petroleum Testing by providing the following:
   
   - Supporting information outlining and/or illustrating past and current successful experience in the Petroleum Testing. Include list of clients for the last five (5) years.
   - Supporting information to demonstrate compliance with the requirements of Volume II Section 4 and other pertinent sections of the solicitation package.
   - Experience with Fuel Handling.

c. **Statement of Qualification/ Organizational Structure**
   The CONTRACTOR shall illustrate its approach in providing Petroleum Testing Services to GPA as required under Volume II Section 4 and other pertinent sections of the solicitation package. 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.

f. Client references

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

g. Mobilization Capability

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

2.10.1.2. Qualitative Proposal Scoring Workbook

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

2.10.1.3. Required Forms

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

1. A copy of the BIDDER’s Articles of Incorporation or other applicable forms concerning business organization (i.e. partnership, sole proprietorship, etc.) and By-Laws;
2. Certificate of Good Standing to conduct business in jurisdiction of residence;
3. Information regarding outstanding claims against the BIDDER;
4. Affidavit of Disclosure of Major Shareholder (Appendix D);
5. Non-collusion Affidavit (Appendix E);
6. No Gratuities or Kickbacks Affidavit (Appendix F);
7. Ethical Standards Affidavit (Appendix G);
8. Declaration of Compliance with US DOL’s Wage Determination (Appendix H);
9. Restriction Against Sex Offenders (Appendix I);
10. Bid Bond Form (Appendix J);
11. Local Procurement Preference Application (Appendix K); and,
The CONTRACTOR shall be responsible for the proper testing and timely reporting of the product quality for determining the acceptability/unacceptability of cargo deliveries to GPA without any delays. If delays are experienced which are directly attributed to the Contractor, corresponding wharfage/demurrage charges will be billed to the Contractor.

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.

The CONTRACTOR shall establish a standard operating procedure or update existing procedures for preventing product contamination. The CONTRACTOR shall fulfill all other responsibilities related to petroleum testing.

4.1. *Scope of Work

*Contractor shall provide comprehensive product testing services on Petro-Tanker Ships and the Shoretanks at no additional cost to GPA. Contractor responsibility shall include the following, but is not limited to:

a. Testing of petroleum products.

b. Ensure standard testing and quality control procedures are performed for petroleum products;

c. Work closely with GPA and/or its authorized agents for the safe handling of petroleum products.

d. Coordinate and cooperate with authorized Terminal, Dock and Vessel representatives to perform required function aboard the vessel and at the Shoretank Facility.

e. Coordinate and cooperate with the Petroleum Inspectors for the timely delivery and receipt of samples required for product quality determination for acceptability under the specifications set forth in Schedule A.

f. *Coordinate and cooperate with the Petroleum Inspectors for the timely delivery and receipt of samples required for product quality determination for acceptability under the specifications set forth in Schedule A.

g. *Prioritize testing of critical parameters as required by GPA;
h. *Provide test results in a timely manner;

i. *Resolve controversies on fuel quality as it arises.

j. *Provide technical advice to GPA as may be required.

k. *Other essential functions relative to petroleum testing.

4.2. Laboratory Facility.

Contractor must maintain a laboratory facility in Guam. Petroleum testing facility shall hold a valid certification issued by a recognized institution such as ISO, etc.

4.3. Personnel.

The CONTRACTOR shall provide qualified and trained personnel to deliver the services required by the Authority. 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 provide adequate number of qualified and trained personnel to properly conduct Petroleum Testing Services.

4.4. Testing Standard and Laboratory Capability

a. Contractor must be capable of providing the testing services for all the parameters listed in Schedule A (Table 1) in the Guam laboratory facility.

b. Contractor must follow testing protocols as per ASTM, API, ISO and other internationally recognized testing standards and as agreed with GPA.

c. Contractor must and shall continue to participate in various Laboratory Correlation schemes it is presently enrolled such as ASTM Inter-Laboratory Crosscheck Program, SGS Global round robin program, the US Navy Correlation Program, Shell Main Products Correlation Schemes, or other program as may be suggested by GPA.

In the event of equipment breakdown, Contractor shall exert its best effort to restore or replace the defective equipment expeditiously. Contractor may subcontract testing services to other qualified and petroleum-certified laboratory facility in Guam at no additional cost to GPA. Prices shall be at the contract price or lesser.

4.5. Turn-around Time
a. Contractor must deliver accurate and speedy results. Testing must be treated as urgent and results must be provided as quickly as possible without compromising accuracy and quality.

b. Contractor shall monitor turn-around times to include monitoring and logging of receipt, testing and reporting of results of the sample(s). Turn-around time for complete or full parameter test results shall be provided to GPA no later than 4 working days after receipt of the sample.

c. Contractor must make every effort to improve over-all efficiency.

4.6. Reporting

a. Contractor shall have the ability to tailor its reports in a format that will satisfy the client’s needs. These reports can be delivered either by hard copy or electronically.

b. Contractor shall submit comprehensive, accurate, and timely reporting of product qualities.

c. Contractor shall determine and immediately report to GPA, any significant discrepancies between the loadport and discharge port cargo quality analysis, or out-of-specification quality results for potential cargo claims.

4.7. *Sample Handling

*Samples shall be retained at the Contractor’s facility no less than ninety (90) days at no additional cost to GPA. Samples exceeding the retention period shall be disposed by the Contractor at no additional cost to GPA.

4.8. Coordination with GPA.

Contractor shall coordinate with the GPA and its agents for all Petroleum Testing related activities.


Contractor shall provide GPA safe access to its laboratory facility. Contractor shall familiarize, expose, or allow GPA staff to witness and/or observe laboratory testing along with specifying the particular analyses of interest.

4.10. Others
SECTION 26. CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE

Prior to commencing the work, CONTRACTOR shall obtain and, thereafter maintain during the contract period, 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 and Waiver of Subrogation endorsement in favor of GPA.

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 and Waiver of Subrogation endorsement in favor of GPA.

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.

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.

26.3. 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 27. 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 negligent acts or omission of the CONTRACTOR or the CONTRACTOR’s employees, servants, agents or subcontractors and from mechanics and materialism liens.

SECTION 28. 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 29. 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.
## RESIDUAL FUEL OIL NO.6

<table>
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<th>Item</th>
<th>Test Parameter</th>
<th>Unit of Measure</th>
<th>Approved Test Method</th>
<th>Acceptable Alternate Test Methods</th>
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<td>N/A</td>
<td>N/A</td>
<td>66</td>
</tr>
<tr>
<td>5</td>
<td>Kinematic Viscosity</td>
<td>cSt at 50 °C</td>
<td>ASTM D-445</td>
<td>ASTM D-2161</td>
<td>N/A</td>
<td>175</td>
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<tr>
<td>6</td>
<td>Sediment By Extraction</td>
<td>% mass</td>
<td>ASTM D-473</td>
<td>N/A</td>
<td>N/A</td>
<td>0.05</td>
</tr>
<tr>
<td>7</td>
<td>Water By Distillation</td>
<td>% by Volume</td>
<td>ASTM D-95</td>
<td>N/A</td>
<td>N/A</td>
<td>0.50</td>
</tr>
<tr>
<td>8</td>
<td>Vanadium Content</td>
<td>Parts Per Million</td>
<td>ASTM D-5708</td>
<td>a) ASTM D-5184 b) ASTM D-5863 c) IP 501 d) IP 433 e) ISO 14597</td>
<td>N/A</td>
<td>90</td>
</tr>
<tr>
<td>9</td>
<td>Silicon Content</td>
<td>Parts Per Million</td>
<td>ASTM D-5184</td>
<td>a) IP 470 b) IP 377 c) ISO 10487 d) IP 501</td>
<td>N/A</td>
<td>Combined Al + Si Not to exceed 70 ppm.</td>
</tr>
<tr>
<td>10</td>
<td>Aluminum Content</td>
<td>Parts Per Million</td>
<td>ASTM D-5184</td>
<td>a) IP 470 b) IP 377 c) ISO 10487 d) IP 501</td>
<td>N/A</td>
<td>Al not to exceed 30 ppm.</td>
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<tr>
<td>11</td>
<td>Guaranteed Gross Heating Value (HHV)</td>
<td>Million BTU Per US Barrel</td>
<td>ASTM D-240</td>
<td>N/A</td>
<td>6.10</td>
<td>N/A</td>
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<tr>
<td>12</td>
<td>Micro- Carbon Residue</td>
<td>% mass</td>
<td>ASTM D-4530</td>
<td>ASTM D-5245 ASTM D-189</td>
<td>N/A</td>
<td>10</td>
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<tr>
<td>13</td>
<td>Ash</td>
<td>% mass</td>
<td>ASTM D-482</td>
<td>N/A</td>
<td>N/A</td>
<td>0.10</td>
</tr>
<tr>
<td>14</td>
<td>Asphaltenes</td>
<td>% mass</td>
<td>ASTM D-6560</td>
<td>IP 143</td>
<td>N/A</td>
<td>5</td>
</tr>
<tr>
<td>15</td>
<td>Sodium</td>
<td>Ppm</td>
<td>ASTM D-5863/B</td>
<td>ASTM D-5708/B IP288</td>
<td>N/A</td>
<td>40</td>
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<tr>
<td>16</td>
<td>Total Sediment (Existent)</td>
<td>% mass</td>
<td>ISO 10307-2</td>
<td>ASTM D-4870 IP 377</td>
<td>N/A</td>
<td>0.10</td>
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</table>

**Compatibility:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Test Parameter</th>
<th>Unit of Measure</th>
<th>Approved Test Method</th>
<th>Acceptable Alternate Test Methods</th>
<th>Minimum Allowed Value</th>
<th>Maximum Allowed Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Cleanliness ratio</td>
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<td>ASTM D-4740</td>
<td>N/A</td>
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<td>18</td>
<td>Compatibility ratio</td>
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<td>ASTM D-4740</td>
<td>N/A</td>
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<td>19</td>
<td>API Gravity</td>
<td></td>
<td>ASTM D-287</td>
<td>ASTM D-1298 and conversion</td>
<td>12.1</td>
<td>23.0</td>
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<tr>
<td>20</td>
<td>Density @ 15 °C</td>
<td>Kg/L</td>
<td>ASTM D-287</td>
<td>ASTM D-1298 ASTM D-4052</td>
<td>0.9855</td>
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<tr>
<td>21</td>
<td>Odor</td>
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<td>Report</td>
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<tr>
<td>22</td>
<td>Hydrogen Sulfide content (in liquid phase)</td>
<td>Kg/kg</td>
<td>IP-399</td>
<td>IP-570</td>
<td>N/A</td>
<td>2.0</td>
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<tr>
<td>23</td>
<td>Zinc</td>
<td>Kg/kg</td>
<td>IP 501</td>
<td>IP 470</td>
<td>10</td>
<td></td>
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<tr>
<td>24</td>
<td>Phosphorus</td>
<td>Kg/kg</td>
<td>IP 501</td>
<td>IP 500</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Calcium</td>
<td>Kg/kg</td>
<td>IP 501</td>
<td>IP 470</td>
<td>30</td>
<td></td>
</tr>
</tbody>
</table>

Contractor must maintain its own petroleum-certified laboratory facility in Guam with the capability of testing all the parameters listed in Table 1. Contractor may sub-contract testing services to other petroleum-certified laboratory facility in Guam at no additional cost to GPA. Prices shall be at the contract price or lesser.
NOTES:

A. GUAM LABORATORY FACILITY CAPABILITY:
Contractor must maintain its own laboratory facility in Guam with the capability of testing at least 50% of the parameters listed in Table 1. GPA reserves the right to require the Contractor to increase its capability and require additional parameters to be tested in Guam.

Testing and submittal of test results shall be expedited and transmitted immediately to GPA or its assigns upon completion of the analytical testing.

B. CRITICAL PARAMETERS:
For the purpose of immediately determining the acceptability of the product delivery during custody transfers, Contractor is required at a minimum, to test the following critical parameters at the Contractor’s own petroleum-certified laboratory facility in Guam:

1. Sulfur
2. Cleanliness ratio
3. Compatibility ratio
4. API gravity
5. Density
6. Kinematic Viscosity
7. Water by distillation
8. Flash Point

Testing and submittal of test results for the critical parameters shall be expedited and transmitted immediately to GPA or its assigns as soon as each test parameter test is completed.

C. OFF-ISLAND TESTING:
1. Contractor must utilize other laboratory facility in Guam before utilizing off-island testing facility. Prices shall be at the contract price or lesser.
2. Contractor shall identify the off-island laboratory testing facility that will be utilized under the contract.
3. Change in the off-island testing facility shall require prior approval of GPA and shall be at the contract price or lesser:
4. Parameters not listed for off-island testing shall require prior approval of GPA.
5. Off-island testing shall be all-inclusive and shall be at the contract price.

Off-island testing shall be expedited and test results transmitted immediately to GPA or its assigns. Turn-around time for off-island testing and transmittal of results shall be no more than four (4) days upon receipt of sample at the Contractor’s Guam laboratory facility.
*BID PRICE PROPOSAL*

On this ___ day of ____________, 20___, I, ____ (Name of Representative) _____, authorized representative of _______ (Name of Company) ___________________, a/an (Individual / Partnership / Corporation / Other: ____________________) incorporated in _________________ hereby submit our Price Proposal for

**IFB GPA-013-20: PETROLEUM TESTING SERVICES**

in accordance with the prescribed method(s) specified under Volume II Schedule A of the bid tender documents.

**BID PRICE PROPOSAL:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Test Parameter</th>
<th>(Check One)</th>
<th>BID PRICE (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>On-Island</td>
<td>Off-Island</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Testing</td>
<td>Testing</td>
</tr>
<tr>
<td>1</td>
<td>Sulphur Content</td>
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<tr>
<td>2</td>
<td>Sulphur Mercaptan</td>
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<tr>
<td>3</td>
<td>Pour Point</td>
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<tr>
<td>4</td>
<td>Flash Point</td>
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</tr>
<tr>
<td>5</td>
<td>Kinematic Viscosity</td>
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<td>6</td>
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<td>Vanadium Content</td>
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<td>10</td>
<td>Aluminum Content</td>
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<td>Guaranteed Gross Heating</td>
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<td></td>
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<td></td>
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<td>Sodium</td>
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MANDATORY

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<tr>
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<tbody>
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EXTENSION OPTIONS

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<td>2-Year Base Period</td>
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<thead>
<tr>
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<th>Description</th>
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<td>16</td>
<td>Total Sediment (Existent)</td>
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<td>Cleanliness Ratio</td>
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</tr>
<tr>
<td>25</td>
<td>Calcium</td>
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<tr>
<td></td>
<td><strong>TOTAL</strong></td>
</tr>
<tr>
<td></td>
<td>% On-Island Testing (Minimum 50%)</td>
</tr>
</tbody>
</table>

**Signature and Title of Person**

**Authorized to Sign this BID:**

Name and Address of BIDDER:

_____________________________

_____________________________

_____________________________