



GUAM POWER AUTHORITY

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

April 24, 2018

AMENDMENT NO.: X

TO

INVITATION FOR MULTI-STEP BID NO.: GPA-009-18

FOR

SUPPLY OF RESIDUAL FUEL OIL NO. 6

Prospective Bidders are hereby notified of the following changes and response to the clarification received from Hyundai Corp dated 04/11/2018:

CHANGES:

1. Change in Table 1, Bid Milestone:

Bid Process Milestones		From	To
Bid Announcement		11/16/2017	01/18/2018
Pre-Bid Conference (Non-mandatory)		12/05/2017 (10:00 am)	
Site Visit (Non-mandatory)		12/05/2017 (1:30 pm)	
Submit Questions		11/16/2017	12/12/2017
Cut Off Date for Receipt of Questions		12/12/2017	
GPA Review and Answer Questions		11/16/2017	04/20/2018
Vendor Prepare Bids		11/16/2017	05/08/2018
Cut Off Date for Receipt of Proposals (Technical and Price Proposals)		05/08/2018 4:00 P.M. Guam Time	
EVALUATION Step One:	Technical Proposal (Bid) Evaluation	05/09/2018	05/15/2018
	Notify Qualified Bidders	05/15/2018	05/22/2018
Price Proposal Opening		06/06/2018 2:00 PM Guam Time	
EVALUATION Step Two:	Price Proposal Evaluation	06/07/2018	06/12/2018
Approvals		TBD	
Notice of Intent to Award		TBD	
Contract Signing		TBD	
Contract Mobilization		TBD	
Contract Commencement		09/01/2018	

Amendment IX Clarification

QUESTION:

1.
 - a. Regarding the insurance amendment, will it be required to be insured prior to our submission and include relevant documents?
 - b. Or will it be a requirement once the contract has been awarded?
 - c. Also, if possible, could you provide a reasoning for the amendment? As it seems overtly excessive and will lead to increased costs to GPA.

RESPONSE:

- a. No.
 - b. The insurance policy submission requirement is a condition upon an official award.
 - c. Kindly refer to Volume II – Contract, Section 23. Contract's Insurance below.
2. **VOLUME II – CONTRACT, Section 23. Contract Insurance, Page 56 of 134**

DELETE in its entirety and **REPLACE** with:

“The **CONTRACTOR** shall maintain an insurance policy or ensure that the vessel(s) nominated have in place an insurance policy for oil pollution (throughout the entire period of the voyage to and from the discharge port) with coverage consistent with the provisions in compliance to the requirements of the U.S. Oil Pollution Act of 1990 (OPA 90) and any amendments thereto. This includes, but is not limited to, compliance with oil spill clean-up plan, financial responsibility, and all other provisions of OPA 90.

At a minimum, the **CONTRACTOR** shall provide evidence from the nominated vessel of these coverages in the form of a Certificate of Insurance with the applicable wordings and endorsements:

- 1) **ENVIRONMENTAL POLLUTION LIABILITY**
At a minimum, the Environmental Pollution Liability insurance shall have limits not less than \$50,000,000 (USD FIFTY MILLION DOLLARS) each condition and in the aggregate to include coverage for First party clean-up costs. The carrier must be rated not less than AM Best A rated and minimum financial size of IX. This coverage must be primary and non-contributory. The Guam Power Authority must be named as an additional insured with a Waiver of Subrogation. On the Certificate of insurance, carrier must agree by endorsement, that in the event of any cancellation and/or material change in coverage the carrier will give minimum sixty (60) days prior written notice to the Policy holder and the Guam Power Authority.
- 2) **MARINE LIABILITY**
At a minimum, the Marine Liability insurance shall have limits not less than \$50,000,000 (USD FIFTY MILLION DOLLARS) each occurrence and in the aggregate. The carrier must be rated not less than AM Best A rated and minimum financial size of IX. This coverage must be primary and non-contributory. The Guam Power Authority must be named as an additional insured with a Waiver of Subrogation. On the Certificate of insurance, carrier must agree by endorsement, that in the event of any cancellation and/or material change in coverage the carrier will give minimum 60-days prior written notice to the Policy holder and the Guam Power Authority.

The above shall be presented to GPA during the presentation of the Letter of Credit.”

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


JOHN M. BENAVENTE, P.E.
General Manager