



JOSEPH T. DUENAS
Chairman



JOHN M. BENAVENTE, P.E.
General Manager

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

Accountability · **Impartiality** · **Competence** · **Openness** · **Value**

INVITATION FOR MULTI-STEP BID (IFB) NO.: GPA-078-18

DESCRIPTION: Casualty Insurance

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 five (5) bound copies of the Technical Proposal, Commercial Sections, Addendas (if any), including one (1) electronic PDF format copy of the Technical Proposal in CD, DVD, and/or USB Flash Drive and Price Proposal (Marked - Separate Sealed) envelope shall be at the closing date and time.

- (XX) BID GUARANTEE (\$10,000.00) May be in the form of; Reference #11 on the General Terms and Conditions
- Cash, Cashier's Check or Certified Check (NOTE: Cashier's Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.)
 - Letter of Credit
 - Wire Transfer or
 - Surety Bond – Valid only if accompanied by:
 - Current Certificate of Authority issued by the Insurance Commissioner;
 - Power of Attorney issued by the Surety to the Resident General Agent;
 - Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

(XX) STATEMENT OF QUALIFICATION;

() SAMPLES;

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

(XX) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS;

(XX) NON-COLLUSION AFFIDAVIT;

(XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;

(XX) ETHICAL STANDARDS AFFIDAVIT;

(XX) WAGE DETERMINATION AFFIDAVIT;

(XX) RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

Note: The above Affidavits must comply with the following requirements:

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

(XX) OTHER REQUIREMENTS:

A Guam Business License and/or Contractor's License with proof of Employer Identification Number (EIN) is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority. Bidders MUST comply with PL 26-111 dated June 18, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act (www.wdol.gov). Additionally, upon award the successful bidder must provide to GPA the most recently issued Wage Determination by the US Dept. of Labor.


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

On this _____ day of _____ 2018, 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
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913



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

DATE ISSUED: 05/17/18 MULTI-STEP
05/24/18 BID INVITATION NO.: GPA-078-18

BID FOR: Casualty Insurance

SPECIFICATION: See attached

DESTINATION: See attached

REQUIRED DELIVERY DATE: See Attached

INSTRUCTIONS TO BIDDERS:
INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

Technical Proposal (Unpriced) and Price Proposal shall be marked and submitted in "Separately Sealed" envelopes to the issuing office above no later than (Time) 2:30 P.M. Date: 08/08/18. 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 within one hundred twenty (120) calendar days from the date opening to supply any or all of the items which prices are quoted.

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

GUAM POWER AUTHORITY




INVITATION FOR MULTI-STEP BID NO.: GPA-078-18

FOR

CASUALTY INSURANCE



JOHN J. KIM
Chief Financial Officer



Beatrice P. Lintiaco
General Manager (A)

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GUAM POWER AUTHORITY

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

CASUALTY INSURANCE BID

Ladies and Gentlemen:

The Guam Power Authority (“GPA”) invites qualified insurance, reinsurance intermediaries and underwriters to submit their credentials for the placement and servicing of the GPA’s Casualty insurance program for the term November 1, 2018 to November 1, 2021. The current contract term of the incumbent insurance, reinsurance intermediaries and underwriters will expire on October 31, 2018. This tender is open to qualified incumbent and non-incumbent insurance and reinsurance entities.

Insurance services will be for a three-year term with two one-year option and insurance policies may be written for a three-year term with annual renewals or the standard one-year policy with annual renewals.

GPA is looking for Casualty Insurance to include Commercial General Liability, Commercial Auto Physical Damage and Liability, Crime, Excess Liability, Directors’ and Officers’, Professional Liability (E&O) and Excess Workers’ Compensation.

The deadline to submit proposals is **2:30 P.M., August 8, 2018** to give GPA enough time for discussion and negotiations to meet GPA target selection deadline of August 20, 2018. GPA is undertaking this procurement through the multi-step bidding process.

Please convey your questions and inquiries in writing to GPA no later than **4:00 P.M., June 22, 2018** so that you may have proper responses in time for the **2:30 P.M., August 8, 2018** submittal deadline.

Please submit your bid according to the detailed instructions and requirements herein; types of insurance underwriting information as set forth in the Appendices thereto.

Thank you for your interest.

Sincerely,


John Behavente
General Manager

DUE: **August 8, 2018 (2:30 P.M.)**

***** PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE
SEALED ENVELOPE MARKED "PRICE PROPOSAL."**

TO: GENERAL MANAGER, GUAM POWER AUTHORITY

RE: PROPOSAL PREMIUMS AND COVERAGE

This transmittal sheet serves only as index of proposals more fully described in the attached documents. Please complete with your bid price.

Coverage	Annual Premium Proposal
Auto Liability	\$ _____
Auto Physical Damage	\$ _____
General Liability	\$ _____
Crime	\$ _____
Excess Liability	\$ _____
Excess Workers Compensation	\$ _____
Directors & Officers Liability	\$ _____
Professional Liability (E&O)	\$ _____
Total	\$ _____

Optional:
Professional Liability \$2 million \$ _____

Bidder:

Signed by: _____
(Print Name/Title)

_____ Date: _____
Authorized Signatory of Bidder

Telephone No.: _____

E-mail: _____

OVERVIEW: THE GUAM POWER AUTHORITY

The Guam Power Authority (The Authority) was created in 1968 as a public corporation and autonomous instrumentality of the Government of Guam. Since that time the Authority has maintained and expanded the island wide power system on Guam. The Authority now has 420 megawatts of generation capacity, 663 miles of transmission and distribution lines, 29 substations, \$1 billion in assets, and \$333 million in annual revenues. GPA currently serves approximately 51,000 customers with the U.S. Navy being the largest representing about 17% of the revenues.

The Guam Power Authority was changed into a public corporation of the Government of Guam in 2002 and is governed by a five-member publicly elected Commission – the Consolidated Commission on Utilities (CCU). The CCU retains contracting authority, establishes policies and has control over the selection of top management of the Authority.

The Authority is regulated by the Guam Public Utilities Commission – a rate setting body made up of Commissioners appointed by the Governor of Guam. The PUC has established rules of operation that are similar to those of other jurisdictions within the United States. The PUC has broad regulatory authority over GPA including approval of any contracts that might have an impact on GPA's rates.

SECTION I: INTRODUCTION:

The Guam Power Authority (GPA), hereinafter referred to as GPA, invites qualified insurance, reinsurance intermediaries, carriers and underwriters, hereinafter referred to as Bidder(s), to participate in a Multi-Step Bid (MSB) for Casualty Insurance Coverage. Minimum Casualty Insurance coverage specifications are described later in this MSB.

The bidder shall be responsible, at a minimum, for the following services:

- Respond to e-mails and voice mails within 24 hours.
- Provide certificates of insurance within 3 business days.
- Provide notice of claims to underwriters (carriers) and facilitate claims communication in coordination with GPA and underwriters (carriers).
- All other services deemed necessary by GPA.

GPA is hereby inviting bids for Casualty insurance contracts (policies) on a long-term basis (e.g., three years) with a term to commence November 1, 2018 to November 1, 2021. GPA understands that most insurance policies have 12-month terms, so GPA is not requiring three-year policies. GPA fully expects to stay with the selected insurance program for at least three years renewing on an annual basis.

The Technical and Price Proposals are due on or before the Cut-off Date of Receipt of Proposals which is **2:30 P.M., August 8, 2018.**

The bid evaluation shall be a two-step process. Step one will involve a Technical Proposal that consists of bidder qualifications and insurance coverage offered. This will allow GPA to establish a Qualified Bidders List (QBL). Step two will involve the evaluation of the Price Proposal (Priced Offers) from the Bidders identified on the QBL.

STEP ONE: TECHNICAL OR QUALITATIVE PROPOSALS

Interested bidders at minimum should provide the following information:

Bidder's Firm information including:

- Years in business
- Total Property and total liability insurance premiums placed annually
- Ownership legal structure and ownership details
- Office location that would serve GPA
- Claims, loss control/engineering and other core services performed
- List of Power Generation accounts serviced by the account team
- Key personnel who would be placing and servicing the GPA's program
- Biography, certificates, designations, and licenses of account team and key personnel
- Other information that the respective firm believes GPA should consider
- Any key alignments with other insurance entity or intermediary (retail, wholesale, reinsurance, Lloyds, etc.)
- Bidder's experience with electric utilities or Energy Companies, especially those with hurricane or earthquake exposure and boiler & machinery exposure.
- Copies of currently active Licenses of all intermediaries
- Primary (Fronting) Carriers' or underwriters' Certificate of Authority to Transact business on Guam
- Most recent AM Best rating for Primary (Fronting) Carrier

Insurance coverage terms including but not limited to:

- Full policy forms and applicable endorsements
- If multi-year agreements, endorsements, continuity credits, or similar pricing mechanisms are used to offer reduced pricing; a detailed explanation of situations that may lead to any applicable penalties or increases of premium during the policy term must be attached.
- Explanation of any and all exceptions to the minimum coverage specifications
- Explanation of any and all enhancements exceeding minimum specifications
- Explanation of any and all coverage deficiencies not meeting minimum coverage specifications
- Specifically noting which requested coverage enhancements have been achieved, which cannot be achieved and, if applicable, detail any additional enhancements that were obtained.
- Fronting carrier or Primary insurers must be rated A- or better by AM Best with minimum financial size of IX or greater.
- Identification of Lead markets utilized to achieve the 70% commitment or market support.
- This insurance shall be governed by and construed in accordance with the laws of The Territory of Guam and the exclusive jurisdiction of the Territory of Guam courts. Should the policy require an arbitration clause then the seat of arbitration shall be Guam.
- Premium pricing should not be included in the Technical and Qualitative proposal, and should be separately packaged and submitted with the "Price Proposal".

STEP TWO: PRICE PROPOSALS

- All Premiums and optional coverage pricing must be submitted on the format outlined in this MSB. and must be submitted in a separate sealed envelope marked “Price Proposal”
- Price Proposal format as outlined in this bid must be used, and Price Proposal must be signed by person authorized to bind contracts on behalf of bidder. If multi-year agreements, endorsements, continuity credits, or similar pricing mechanisms is used to offer reduced pricing; a detailed explanation of situations that may lead to any applicable penalties or increases of premium during the policy term must be attached.

Price proposals from unqualified Bidders shall be returned, unopened, after the Technical Proposal evaluation. GPA will perform a comprehensive evaluation of each price proposal submitted from the QBL and select the BIDDER with the best proposal. If the selected bidder cannot bind the terms as proposed within GPA’s timeframe, at any time and its sole discretion GPA reserves the right to:

- Go to the next BIDDER or
- Cancel the bid

Table 1: Bid Milestones indicate the projected start and end dates for milestones in the Bid Process. GPA reserves the right to change the Bid Milestones at any time and at its sole discretion. All changes to the Bid Milestones shall be communicated to all bidders via an Amendment or Official Correspondence from GPA. It is the sole responsibility of the bidder to promptly register for the MSB at GPA and provide accurate correspondence addresses and email addresses and to check promptly for any updates to the bid or the Bid Milestones.

Table 1: Bid Milestones

Bid Process Milestones		From Date	To Date
Announcement:	Bid Announcement	5/17/2018	8/08/2018
	Bid Documents Available	5/17/2018	8/08/2018
Submit Questions		5/17/2018	6/22/2018
Cut Off Date for Receipt of Questions		6/22/2018, 4:00 P.M.	
GPA Review and Answer Questions		5/17/2018	6/29/2018
Cut Off Date for Receipt of Proposals (BOTH Technical and Price Proposals)		8/08/2018 2:30 P.M.	
EVALUATION	Technical Proposal (Bid) Evaluation	8/13/2018	8/17/2018
Step One:	Determine & Notify Qualified Bidders	8/20/2018	8/24/2018
EVALUATION Step Two:	Opening of Price Proposals	9/05/2018, 2:00 P.M.	
	Evaluation of Price Proposal	9/10/2018	9/14/2018
	Evaluation Approval	9/17/2018	9/21/2018
	Notification of Qualified Bidder	9/24/2018	9/28/2018
Contract Finalization		TBD	TBD
Contract Approval & Award		TBD	TBD
Contract Signing		TBD	
Contract Mobilization		TBD	TBD
Insurance Policy Inception Date		11/01/2018	

SECTION II: INSTRUCTIONS AND PROCEDURES FOR BIDDERS:

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, **2:30 P.M., August 8, 2018**. In Step One, only the submitted Technical Proposals will be evaluated. Bidders whose qualifications and technical proposal have been satisfied will be qualified for Step Two. In Step Two, the Bidder with the best proposal will be considered for award.

2. TIME AND SCHEDULE

The deadline for the submission of bids is **August 8, 2018 at 2:30 P.M.** One (1) Original and five (5) copies of all responsive materials must be received by GPA (not postmarked) no later than that date and hour. It is advisable to hand deliver or use courier services to expedite delivery of your bid, as Guam is served by several such courier services. It is bidder's responsibility to ensure the bid is received as required above. Late bids will not be considered.

3. PREPARATION AND SUBMISSION OF PROPOSALS

Envelopes containing proposals shall be sealed and marked on the face with the name and address of the Bidder, the Proposal Number and the time and date of submission. Prices should be in a separately sealed envelope. Telegraphic proposals will not be considered, nor will modifications by telegraph of proposals already submitted be considered. Proposals shall be delivered and received at the place of opening on or before the opening date and time. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time. Proposals will not be opened publicly.

All submittals must strictly conform to the Multi Step Bid rules and any addenda.

One (1) Original and five (5) copies of each proposal must be submitted including all addenda, if any. Any and all documentation (proposed insurance policy forms and endorsements) will assist towards Bidder's evaluation and must be furnished with each proposal.

The proposal must be submitted before **August 8, 2018 at 2:30 P.M.** in a sealed envelope indicating the MSB number and addressed as follows:

TO: Guam Power Authority
 GPWA Procurement Office
 Gloria B. Nelson Public Service Building
 688 Route 15
 1st Floor, Room 101
 Fadian, Guam 96913

Attn: Jamie L.C. Pangelinan
 Supply Management Administration

Examination of MSB Document: Bidder shall examine the MSB Documents to inform themselves of all conditions and requirements for the execution of the proposed work. Ignorance on the part of Bidder of

any part of the MSB will in no way relieve him/her of the obligation and responsibly assumed under the Contract.

Familiarity with Laws: Bidder is assumed to be familiar with Federal and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of Bidder of any part of the MSB will in no way relieve him/her of the obligation and responsibly assumed under the Contract.

3. EXPLANATION TO BIDDERS

No oral explanation regarding the meaning of the specifications will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specifications must be communicated in writing to the named procurement contact individual of the Guam Power Authority for interpretation. Bidder should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specifications, which will be forwarded to all prospective Bidders, and its receipt by the Bidder should be acknowledged on the proposal form. All questions, queries should be received by GPA no later than the **cut-off date for the receipt of questions 6/22/2018 at 4:00 P.M.** Submit written queries, questions, and requests for clarification to:

TO: Guam Power Authority
 GPWA Procurement Office
 Gloria B. Nelson Public Service Building
 688 Route 15
 1st Floor, Room 101
 Fadian, Guam 96913

Attn: Jamie L.C. Pangelinan
 Supply Management Administration

Email: jpangelinan@gpagwa.com

4. CLARIFICATION ON MULTI STEP BID

Each Bidder must carefully examine the MSB and all addenda. If any Bidder (a) finds any discrepancies, omission or ambiguities in the MSB documents, (b) is uncertain as to the intent or meaning of any provision of the MSB, or (c) has any question regarding the MSB, the Bidder must promptly notify GPA in writing no later than **Friday 6/22/2018 at 4:00 P.M.** at the address specified for submission of proposal. Replies to such notices may be made in the form of addenda, which will be issued simultaneously to all prospective Bidders.

5. FORM

All bids must be in writing and submitted in a sealed envelope and must be signed by an officer of the bidder having authority to bind the bidder's insurance contracts as proposed. The bids should respond in an organized fashion to all requirements of this Invitation for Bid.

6. MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn prior to submittal date. Any bid withdrawal, or modification received at GPA after the due date is late and, as such, renders the underlying bid in compliance only as to that which is on hand at the submittal date and hour.

7. RECORDING BIDS.

Bids and modifications shall be submitted to GPA officials on or before **August 8, 2018 at 2:30 P.M.** in a sealed envelope indicating the MSB number and addressed as follows:

To: Guam Power Authority
GPWA Procurement Office
Gloria B. Nelson Public Service Building
688 Route 15,
1st floor, Room 101
Fadian, Guam 96913

Attn: Jamie L.C. Pangelinan
Supply Management Administration

Bidders shall be responsible for ensuring the written bid (and all required documents) is received by the due date and hour. Any bid received after the due date and hour is late and will not be considered by GPA. After the due date and hour, a Register of Bids shall be prepared which shall include for all initial bids the name of each bidder, the number of modifications received, if any, and an indication of the coverage proposed, i.e. coverage of all risks of loss (a) as requested by GPA, (b) less than GPA request, and/or (c) alternate coverage as requested.

8. CONFIDENTIAL DATA

Bidders should designate trade secrets or other proprietary data to be confidential. The Guam procurement laws and regulations shall govern confidentiality.

9. AWARD

Determination of the winning bidder shall be made on or about August 31 - September 1, 2018. GPA intends to have all discussions and negotiations completed no later than August 31, 2018, after which date the Bid Evaluation Committee and the General Manager shall prepare their final report and recommendations. Appropriate notification of award shall be issued promptly after the CCU and PUC approval.

10. CANCELLATION OF INVITATION; DELAYS

GPA reserves the right to cancel or to withdraw this MSB, to delay determination on this MSB, or to reject all bids, in whole or in part, at any time prior to final award. The reasons for the cancellation, delay or rejection shall be made a part of the procurement file and shall be available for public inspection.

11. SUMMARY OF SERVICES

All bidders should include a summary of how they envision servicing GPA account. Policy servicing should be identified specifically with a list and delivery timeline of services offered. Bidders should also identify the “Account Executive” that will be assigned to GPA and their support team along with frequency of visits, etc.

12. CCU APPROVAL

Contracts may be subject to the written approval of the Consolidated Commission on Utilities.

13. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS.

The bidder or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

14. REPRESENTATION REGARDING CONTINGENT FEES.

Contractor represents that it has not retained a person to solicit or secure a territorial 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.

15. BID BOND

Along with the Bid Proposals on or before August 8, 2018 at 2:30 P.M., all bidders shall submit to GPA a bid bond in the amount of TEN THOUSAND U.S. DOLLARS (U.S. \$10,000) made payable to the Guam Power Authority. In lieu of a bid bond, bidders may submit US currency valued at TEN THOUSAND U.S. DOLLARS (USD 10,000) in the form of cash in USD, bank draft, certified check, or by wire transfer to Guam Power Authority, Routing/Transit #121405115, Account No. 0601-026246, Bank of Guam, Hagatna, Guam. Bidders with unselected bids will have bid bonds returned with written notices of rejection. Bid bonds submitted in cash or certified check will be returned by wire transfer. Bidders shall advise GPA of bank, location and account number to facilitate delivery. In the absence of a telegraphic address, bid bonds will be returned by mail in check form payable to bidder. The bidder with the acceptable bid will have bid bond returned within ten business days of delivery of Insurance Binders for selected insurance policies by GPA. For the purposes of this solicitation, the bid bond is being required as an indication of “good faith” by the bidder and is in the best interest of GPA in accordance with the procurement laws, rules and regulations of the Government of Guam and GPA.

SECTION III: INSURANCE COVERAGE SPECIFICATIONS

1. INSURANCE COVERAGE

GPA seeks coverage for “all risks of loss” basis coverage to include but not limited to the following lines of business:

- a. Commercial General Liability
- b. Commercial Auto Physical Damage and Liability

- c. Crime
- d. Excess Liability
- e. Directors & Officers
- f. Excess Workers Compensation
- g. Professional Liability

GPA is seeking comparable or superior coverage to include all of the above coverage.

GPA will award based on the lowest overall price for the term.

Primary Insurance Carriers or Fronting Carriers must have at least an A.M. Best Rating of A-, IX or greater to be considered.

Reinsurance companies or underwriters must be of demonstrated size and capacity to underwrite a Casualty program of the size of GPA.

2. BID FORMAT

Bidders are free to submit their bids in a convenient format, however, at a minimum; the bids should provide:

Bidder's Firm information including:

- Years in business
- Total Property and total liability insurance premiums placed annually
- Ownership legal structure and ownership details
- Office location that would serve GPA
- Claims, loss control/engineering and other core services performed
- List of Power Generation accounts serviced by the account team
- Key personnel who would be placing and servicing the GPA's program
- Biography, certificates, designations, and licenses of account team and key personnel
- Other information that the respective firm believes GPA should consider
- Any key alignments with other insurance entity or intermediary (retail, wholesale, reinsurance, Lloyds, etc.)
- Bidder's experience with electric utilities or Energy Company, especially those with hurricane or earthquake exposure and boiler & machinery exposure.
- Copies of currently active Licenses of all intermediaries
- Primary (Fronting) Carriers' or underwriters' Certificate of Authority to Transact business on Guam
- Primary (Fronting) Carriers' or underwriters' Most recent AM Best rating

Insurance coverage terms including but not limited to:

- Explanation of any exceptions to the minimum coverage specifications
- Explanation of any coverage enhancements exceeding minimum specifications
- Explanation of any coverage deficiencies not meeting minimum coverage specifications
- Specifically noting which requested coverage enhancements have been achieved, which cannot be achieved and, if applicable, detail any additional enhancements that were obtained.

- Identification of Lead markets utilized to achieve the 70% commitment or market support. Lead markets and/or carriers must be rated A- or better by AM Best with minimum financial size of IX or greater.
- This insurance shall be governed by and construed in accordance with the laws of The Territory of Guam and the exclusive jurisdiction of the Territory of Guam courts. Should the policy require an arbitration clause then the seat of arbitration shall be Guam.
- Proposed policy forms and applicable endorsements in their entirety must be attached to proposals.
- Firm quotes or written confirmation of at least 70% support from insurers, underwriters, or reinsurers.

In order to show bidder's reliability and responsibility, bidder should substantiate its insurer financial capacity and industry reputation to honor and service the size and type of insurance proposed. Bidder should identify its service team, lead market, underwriters, and or insurers represented in as much detail as practical. All proposals must have, at a minimum, 70% of total lines substantiated by firm quotes from proposing underwriters, insurers, or reinsurers. Bidder should include proof of firm quotes either by signed/stamped slips or letters from underwriters, insurers, or reinsurers.

If bidder fails to supply information requested by GPA concerning the bidder's insurer's financial capacity and rating, which GPA may request any time prior to award, GPA shall base determination of responsibility on any available information, or GPA may find bidder non-responsive.

- RATING DATA

Information about GPA and its experience in peril exposure and risk retention and/or transfer is contained in the Rating Data attachment. Prospective bidders requiring additional rating data should address their inquiry to the Procurement Officer identified in this bid. Replies with significant data will be furnished to all persons who, on record, have registered for this multi-step bid (MSB) and have agreed in writing by signing the Non-Disclosure Agreement.

SECTION IV: CONTRACT TERMS

GPA is hereby inviting bids for insurance contracts (policies) on a multi-year or long-term basis (e.g., three years) with term to commence November 1, 2018 to November 1, 2021. GPA understands that most insurance policies have 12-month terms, so GPA is not requiring three-year policies. GPA fully expects to stay with selected insurance program for at least three years renewing on an annual basis.

Insurance policies proposed are acceptable for 12-month terms or 36-month terms billed annually.

Bidders will need to furnish the proposed contract which shall include at a minimum the following:

- Detailed description of the coverage terms proposed including but not limited to:
 - Any exceptions to the minimum coverage specifications outlined in this MSB
 - Specifically noting which requested coverage enhancements have been achieved, which cannot be achieved and, if applicable, detail any additional enhancements that were obtained.
- Premiums for proposed coverage comparable to the expiring coverage as set out in Appendix A, and, any incremental premiums resulting from coverage enhancements. Also, detail any premium increases or decreases for optional limits and deductibles requested in the coverage specifications.

- Lead markets that are utilized to achieve the 70% commitment. Fronting carriers or Primary insurers must be rated A-, IX or better by AM Best.

SECTION V: EVALUATION OF BIDS

In evaluating bids, GPA will consider which proposal offers the most robust and comprehensive insurance coverage available in the market by reputable and highly rated underwriters and carriers with the financial capacity to honor insurance terms for a program the size and quality as the Guam Power Authority with its assets of \$1 Billion. GPA reserves the sole right to determine the acceptability and ranking of bids in any respect to meet GPA's needs. In the evaluation process, the following factors will be considered:

<u>CRITERIA</u>	<u>POINTS</u>
• Ability to service GPA/past and current performance of similar contracts	5
• Utility, Municipality, and other large program insurance experience	5
• Intermediary, Underwriter, Insurance Carrier personnel and qualifications	10
• Industry reputation, Client References	10
• Financial capacity and current AM Best rating of carriers and re-insurers	20
• Breadth of Policy coverage and extent of restrictions or exclusions	40
• Additional coverages	<u>10</u>
TOTAL POINTS	100

GUAM POWER AUTHORITY
CASUALTY INSURANCE SPECIFICATIONS
MINIMUM COVERAGE REQUIREMENTS

POLICY INFORMATION:

Named Insured:

Guam Power Authority
and/or its Subsidiary, affiliates,
and/or Associated Agencies as now or hereafter constituted
P.O. Box 2977
Hagatna, Guam 96932-2977

Additional Named Insured as their interest may appear:

1. Government of the United States of America, in respect of various facilities on Guam owned by the United States of America and leased to the Guam Power Authority
2. Bank of Guam

Policy Period:

From the 1st of November 2018 to the 1st of November 2019 both days at 00:01 hours Local Standard Time at the locations of the Casualty Insured.

- GPA expects to go through renewals each year.

A. GENERAL LIABILITY:

1. Limits of Liability

\$1,000,000 - Combined Single Limit (CSL)
\$2,000,000 – Aggregate for Products/Completed Operations
\$1,000,000 – Aggregate for Personal & Advertising Injury
\$2,000,000 - Aggregate per Location & per Project for Other than Products Liability/Completed Operations, Personal & Advertising injury
\$1,000,000 – Fire Damage to Rented Premises
\$ 10,000 – Medical Expense
\$1,000,000 – Employee Benefit Liability
\$2,000,000 – Employee Benefit Liability Aggregate

2. Deductibles:

Property Damage \$5,000 per occurrence — General Liability

3. Coverage or condition inclusions:

1. Premises Operations
2. Independent contractors
3. Products Liability/Completed Operations, if any, furnished by GPA

4. Employee Benefits Liability
5. Delete the “x, c, u” exclusion
6. Delete the “employee” exclusion as respects Personal Injury Liability
7. Personal Injury and Advertising Injury Liability
8. Blanket Contractual Liability
9. Premises Medical Payments (\$10,000 per occurrence)
10. Host Liquor Liability
11. Fire and/or Explosion Legal Liability Coverage — Real Property
12. Incidental Medical Malpractice Coverage
13. Watercraft Non-Owned-Owned-Unlimited size
14. Worldwide Coverage
15. Employee as additional insured
16. Independent Contractors Liability
17. Fellow Employee Coverage
18. No Pollution Exclusion
19. No Punitive Damages Exclusion
20. Non-licensed vehicles (mobile equipment)
21. Blanket additional insured where required by written contract
22. Primary and non-contributory additional insured where required by written contract.
23. Blanket waiver of subrogation where required by written contract
24. Blank Cyber coverage – **Optional**
25. Aviation Liability for Unmanned Aerial Vehicles (UAV, Drones)

B. AUTOMOBILE LIABILITY:

1. Limits of Liability:

Combined Single Limit (CSL)	\$1,000,000
Uninsured/Underinsured Motorists	\$1,000,000 each person
Medical Payment	\$10,000 each person

2. Conditions and/or Inclusion:

- a. All owned, hired, and non-owned automobiles
- b. No exclusion for invalid driver’s license
- c. Delete fellow employee exclusion
- d. Coverage on non-owned vehicles to be excess of owner’s insurance
- e. Deductible - \$5,000 for Property Damage Liability
- f. Coverage to be excess of personal vehicles used on GPA business for both
- g. Employee as insured

3. Underwriting Information:

See Fleet Schedule Appendix B

SPECIAL EQUIPMENT: Vehicles equipped with TRACKME devices to monitor speed/location/usage.

All drivers given regular Vehicle Safety training.

D. AUTO PHYSICAL DAMAGE

COMPREHENSIVE

1. Limit \$6 million at any one location or single occurrence
2. Deductible \$1,000 per accident or occurrence
3. Coverage Applies only to those vehicles valued in excess of \$100,000. See vehicle listing for vehicles valued in excess of \$100,000
4. Valuation basis: ACV

COLLISION

1. Limit \$6 million at any one location or single occurrence
2. Deductible \$1,000 per accident or occurrence
3. Coverage Applies only to those vehicles valued in excess of \$100,000. See vehicle listing for vehicles valued in excess of \$100,000
4. Valuation basis: ACV

TYPHOON

1. Limit \$6 million at any one location or single occurrence
2. Deductible \$1,000 per accident or occurrence
3. Coverage Applies only to those vehicles valued in excess of \$100,000. See vehicle listing for vehicles valued in excess of \$100,000
4. Valuation basis: ACV

E. Crime

1. Limits of Liability and deductibles

	Limits	Deductible
Employee dishonesty	\$2,000,000	\$75,000
Loss inside premises	\$2,000,000	\$75,000
Loss outside premises	\$500,000	\$75,000
Money order, counterfeit		
Paper currency	\$2,000,000	\$75,000
Depositor's Forgery	\$2,000,000	\$75,000
Cheque Forgery	\$2,000,000	\$75,000
Third Party Computer Fraud	\$2,000,000	\$75,000

F. WORKER'S COMPENSATIONCoverage:

Cumulative or aggregate costs of benefits required by law paid to all employees suffering injury in any occurrence or accident in excess of \$100,000 per occurrence self-insured retention.

NOTE: Guam Workmen's Compensation Commission pays all claims for work related bodily injury and then is reimbursed for such costs by GPA. (PL 1-80 as amended by PL 16-00 1)

Endorsement Required:

- Covers anyone performing duties on behalf of GPA whether compensated by GPA or not
- United States Longshoremen and Harbor Workers Act

Rating:

History of claims paid by GPA over the past three (3) years.

Limits:

Workers Compensation	Statutory Limits	Guam Law as applicable
Employers Liability	\$1,000,000	Each accident
Employers Liability	\$1,000,000	Disease – Policy Limit
Employers Liability	\$1,000,000	Disease – Each employee

Self-insured Retention: \$100,000

Statutory benefits due employees excess of \$100,000 per occurrence self-insured retention.

1. United States Longshoremen and Harbor Workers Act coverage
2. Additional Named Insureds added by Endorsement
3. Cancellation or Material change in coverage minimum Notice 60 days (Will notify in writing)
4. Deposit Premium NOT subject to Audit
5. Blanket Primary and Non-contributory wording
6. Blanket Waiver of Subrogation
7. Coverage for Executive Officers, owners, & Directors

G. EXCESS LIABILITY:

1. Limit of Liability - \$100,000,000 Each occurrence
Excess to be follow form.
No annual aggregate

Form: Occurrence Basis

Underlying Coverage Type	Limit of Insurance
Auto Liability	\$1,000,000 / \$2,000,000
General Liability	\$1,000,000 / \$2,000,000
Employers Liability	\$1,000,000

The Excess liability insurance shall also include the following coverages and/or endorsements:

1. Aviation Liability for Unmanned Aerial Vehicles (UAV, Drones)
2. Primary and Non-contributory
3. Blanket Contractual Liability
4. Cancellation or Material change in coverage minimum Notice 60 days (Will notify in writing)
5. MUST contain “Will pay on behalf of insured” coverage, “Will Indemnify” clause is not acceptable
6. Blanket Primary and Non-contributory wording
7. Blanket Waiver of Subrogation
8. Blanket Additional Insured Endorsement
9. Coverage Territory: Worldwide

H. DIRECTORS & OFFICERS LIABILITY

1. Limit of Liability – Total aggregate for all loss, arising out of all claims made against all insureds under all insurance covers combined (including defense cost): \$25,000,000. Total aggregate limit of liability for Non-Executive Director: \$2,000,000

2. Deductible –

- \$0 non-indemnifiable loss

Insurance Cover B and indemnifiable loss:

- \$50,000 for any one claim made outside the U.S.A., its territories or possessions and Canada including any judgments, settlements, or final agreements.
- \$100,000 for any claim made within the U.S.A. its territories or possessions and Canada including any judgments, settlements, or final agreements.

Only one retention shall be applied for loss arising from any claim or claims alleging a single wrongful act.

3. Continuity Dates:

- a. Pending and prior litigation: Unlimited excluding known claims and circumstances only.
- b. Pollution claims: Unlimited excluding known claims and circumstances only.

4. Territorial Scope/Jurisdiction – Worldwide

1. Endorsements that may be acceptable:

- a. War/Act of War Exclusion
- b. Fell SEC Exclusion
- c. Payment and Gratuities Exclusion
- d. Failure to supply Electricity Exclusion
- e. Failure to Maintain Insurance Exclusion
- f. Government Exclusion
- g. Non-Executive Directors Cover
- h. Trade Embargo Endorsement
- i. Entity Securities Claims
- j. Pollution Defense Costs

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

Form: Claims made policy

Coverage Type	Limit of Insurance	Retention
Errors & Omissions	\$1,000,000	\$10,000
Total All Claims	\$1,000,000	

*Optional Quote: \$2,000,000 per claim/\$2,000,000 aggregate

Retroactive: Inception

APPENDIX A CURRENT INSURANCE COVERAGE

GPA Current Insurance Program

<u>COVERAGE</u>	<u>LIMITS</u>	<u>RETAINED RISK</u>
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate	\$5,000 Property Damage
Auto Liability	\$1,000,000 CSL	\$5,000 Property Damage
Auto Physical Damage	Covers Vehicles in excess of \$100,000 ONLY	\$1,000 Auto Physical Damage
Blanket Crime	\$2,000,000 per pattern	\$5,000 per pattern
Excess Workmen's Compensation	\$1,000,000	Excess of \$100,000 Self-insured
Excess Liability	\$100,000,000 limit — no Annual aggregate*	Excess of \$1million Primary
Director's & Officers	\$25,000,000 limit	\$-0-deductible Directors & Officers \$100,000 deductible GPA Retro Date - October 20, 1993

APPENDIX B INSURANCE RATING DATA
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GPA INSURANCE RATING DATA

- FLEET SCHEDULE & VEHICLES OVER \$100,000 VALUE
- DIRECTOR'S & OFFICER'S APPLICATION

GPA FLEET SCHEDULE

LICENSE PLATE #	YEAR	DESCRIPTION		VIN NUMBER
		MAKE	MODEL	
	1996	YALE, 3 - TON	FORKLIFT	EYO982
	1996	YALE, 2.5 - TON	FORKLIFT	FA0636
	1996	YALE, 3 -TON, ELECT'C	FORKLIFT	E108V04551T
	1988	HESCO MOBILE POWER UNIT	TRAILER	NW10015
	1988	HESCO MOBILE POWER UNIT	TRAILER	NW10014
	1988	HESCO MOBILE POWER UNIT	TRAILER	NW10020
	1988	HESCO MOBILE POWER UNIT	TRAILER	NW10012
	1999	YALE, 2.5-TON	FORKLIFT	A871R2817W
	1996	14MVA MOBILE SUB	MURRAY TRAILER	81-1211-11370
	2000	TRANSFORMER	MOBIL 14MVA	
	1996	YALE, 3 -TON, ELECT'C	FORKLIFT	E108V04550T
	1989	MILLER, WELDER MOBILE	TRAILER	KH552215
	2004	YALE, 3 - TON	FORKLIFT	A871R05886B
	2004	YALE, 5 -TON	FORKLIFT	A889R01729B
	2006	YALE, 3 TON	FORKLIFT	B871R02679D
	2012	DOOSAN, 3T ELECT STANDUP	FORKLIFT	FRAOA-1370-00576
	2012	DOOSAN, 5 - TON	FORKLIFT	FDB04-1240-02191
	2007	DOOSAN	FORKLIFT	FV00222
	1998	YALE	FORKLIFT	A871R1984V(MDL-GP25RHJUA)
	2012	RL4000	MUTIQUIP LIGHT TOWER	
	2012	HYUNDAI 25G-7M	FORKLIFT	HHKHFF22KD0000126
	2013	HYUNDAI 50DA-7E	FORKLIFT	HHKHFFV10AD0000309
55	2007	FREIGHTLINER, M2106	BUCKET TRK	1FVACXCS27HX47312
143	1998	TOYOTA, TACOMA, 2WD	PICKUP	14TANL42N3WZ167563
1472	1973	POLE, POWER AMERICAN	TRAILER	139910-20
1473	1994	GENERATOR MOUNTED	TRAILER	12 KW GENERATOR
1488	1985	TRAILER MOUNTED	FLAT RACK WASHER	7644
1760	1993	TOYOTA, T-100	PICKUP	JT4VD10A6P0015850
2114	1988	ALTEC CPT-2	TRAILER	36701-3
2412	1994	GENERAC GENERATOR	TRAILER	1L9111519RA160126
2413	1994	GENERAC GENERATOR	TRAILER	1L9111511RA160122
2414	1994	GENERAC GENERATOR	TRAILER	1L9111513RA160123
2415	1994	GENERAC GENERATOR	TRAILER	1L9111515RA160124
2417	1994	GENERAC GENERATOR	TRAILER	1L9111518RA160119
2418	1994	GENERAC GENERATOR	TRAILER	1L9111514RA160120

LICENSE PLATE #	YEAR	DESCRIPTION		VIN NUMBER
		MAKE	MODEL	
2419	1994	GENERAC GENERATOR		1L111516RA1160121
2420	1994	GENERAC GENERATOR	TRAILER	1L9111516RA160118
2421	1994	GENERAC GENERATOR	TRAILER	1L9111623RA160116
2457	1994	GENERAC GENERATOR	TRAILER	1L911920RA160117
2747E	2008	NEW HAULOTTE 2747E	ELECTRIC SICISSOR LIFT	CE34804
2941	1998	70 T, KENWORTH T800	TRACTOR TRUCK	1XK0D6TX8XR828341
2984	1999	TOYOTA, TACOMA 2WD	PICKUP	4TANL42N9XZ465704
3015	1998	KENWORTH, T300	BUCKET TRUCK	3BKOHY7X5XF828279
3137	1999	KENWORTH, T - 800	FLATBED TRUCK	1NK0L09X4YR838870
3158	1998	TOYOTA	RAV 4	JT3HP10V1W7097018
3372	1990	DITCH WITCH, BT26	UTILITY TRAILER	1DS0000MOL17G1488
3378		ZIEMAN, MODEL 2347	20 TON TRAILER	12CT30A23LZP15770
3666	2003	MILLER, HWY-430 (043806)	TRAILER, WELDER	5DLUW13202E000282
3667	1995	FORD, LNT8000	FLATBED TRUCK	1FDZW82E5SVA42100
3668	1992	WITGCO CHALLENGER, SEMI	TRAILER	1W9A11E37NS061158
3735	1998	FORD F800	DUMP TRUCK	1FDXF80C1WVA30346
4075	2005	FORD, FOCUS SE	SEDAN	1FAFP34N25W145807
4076	2005	FORD, FOCUS SE	SEDAN	1FAFP34N05W145806
4079	2005	FORD, FOCUS SE	SEDAN	1FAFP34N95W128437
4082	2005	FORD, FOCUS SE	SEDAN	1FAFP34N55W128435
4083	2005	FORD, FOCUS SE	SEDAN	1FAFP34N7W128436
4084	2005	FORD, FOCUS SE	SEDAN	1FAFP34N15W128433
4145	2005	FORD, 150 XL 4X2	PICK-UP	1FTVF12515NA12882
6042	2005	FORD, 150 XL 4X2	PICK-UP	1FTVF12555NA12884
4148	2005	FORD, 150 XL 4X2	PICK-UP	1FTVF125X5NA12878
4150	2005	FORD, 150 XL 4X2	PICK-UP	1FTVF12535NA12883
4151	2005	FORD, 150 XL 4X2	PICK-UP	1FTVF125X5NA12881
4154	2005	FORD, 150 XL 4X2	PICK-UP	1FTVF12545NA12889
4155	2005	FORD, 150 XL 4X2	PICK-UP	1FTVF12525NA12888
4156	2005	FORD, 150 XL 4X2	PICK-UP	1FTVF12505NA12887
4160	2005	FORD, 150 XL 4X2	PICK-UP	1FTVF12545NA12892
4161	2005	FORD, 150 XL 4X2	PICK-UP	1FTVF12585NA12877
4185	2005	FORD, E450	STEP VAN	1FCLE49S65HA38884
4289	2005	FORD, RANGER 4X2	PICKUP	1FTYR10D0PA58187
4290	2005	FORD, RANGER 4X2	PICKUP	1FTYR10D45PA58189

LICENSE PLATE #	YEAR	DESCRIPTION		VIN NUMBER
		MAKE	MODEL	
4291	2005	FORD, RANGER 4X2	PICKUP	1FTYR10D25PA58188
4292	2005	FORD, RANGER 4X2	PICKUP	1FTYR10DX5PA62263
4293	2005	FORD, RANGER 4X2	PICKUP	1FTYR10D25PA58191
4294	2005	FORD, RANGER 4X2	PICKUP	1FTYR10D05PA58190
4295	2005	FORD, RANGER 4X2	PICKUP	1FTYR10D45PA58192
4296	2005	FORD, RANGER 4X2	PICKUP	1FTYR10D85PA62262
4297	2005	FORD, RANGER 4X2	PICKUP	1FTYR10D65PA62261
4298	2005	FORD, E450	STEP VAN	1FCLE49SX5HA38886
4299	2005	FORD, E450	STEP VAN	1FCLE49S45HA38883
4300	2005	FORD, E450	STEP VAN	1FCLE49S85HA38885
4359	2005	NISSAN, XTERRA	SPORTS UTILITY VEHICLE	5N1AN08W75C605505
4360	2005	NISSAN, FRONTIER	PICKUP	1N6BD06T75C430173
4361	2005		PICKUP	1N6BD06T95C422995
4362	2005	NISSAN, FRONTIER	PICKUP	1N6BD06T85C423944
4363	2005	NISSAN, FRONTIER	PICKUP	1N6BD06T95C410717
4445	2006	NISSAN, XTERRA	SPORTS UTILITY VEHICLE	5N1AN08U16C501009
4446	2006	NISSAN, XTERRA	SPORTS UTILITY VEHICLE	5N1AN08UX6C506645
4447	2006	NISSAN, XTERRA	SPORTS UTILITY VEHICLE	5N1AN08UX6C500411
4448	2006	NISSAN, XTERRA	SPORTS UTILITY VEHICLE	5N1AN08U96C500397
4449	2006	NISSAN, FRONTIER	PICKUP	1N6AD06W46C404301
4450	2006	NISSAN, FRONTIER	PICKUP	1N6AD06W06C401203
4453	2006	FORD, E350	VAN, CARGO	1FTSS34LX6DA03210
4454	2006	FORD, E350	VAN, CARGO	1FTSS34L16DA03211
4505	2006	GMC, TC5C044 VERSALIFT	BUCKET TRK	1GDE5C3286F430303
4506	2006	GMC, TC5C044 VERSALIFT	BUCKET TRK	1GDE5C3246F430869
4507	2006	GMC, TC5C044 VERSALIFT	BUCKET TRK	1GDE5C3246F430203
4577	2006	INTERNATIONAL, 4400 SBA	BUCKET TRUCK	1HTMKAAN07H395047
4586	2007	FREIGHTLINER, M2106	BUCKET TRK	1FVACXCS07HX47311
4587	2007	FREIGHTLINER, M2106	BUCKET TRK	1FVACXCS47HX47310
4656	2006	NISSAN, XTERRA	SPORTS UTILITY VEHICLE	5N1AN08W16C505496
4657	2006	NISSAN, XTERRA	SPORTS UTILITY VEHICLE	5N1AN08W76C533772
4662	2006	NISSAN, XTERRA	SPORTS UTILITY VEHICLE	5N1AN08W46C500874
4732	1998	FORD F800	FLATBED TRUCK	1FDYF80C8WVA30347
4737	1998	STERLING TRK CORP, 90'	BUCKET TRUCK	2FZNDJBB0XA985903
4739	2008	FREIGHTLINER, M2106	BUCKET TRK	1FVACXCS18HZ38804

LICENSE PLATE #	YEAR	DESCRIPTION		VIN NUMBER
		MAKE	MODEL	
4768	2008	MAZDA-3	SEDAN	JM1BK12F181865737
4848	2005	DODGE, RAM 4X4	PICK-UP	1D7HU18N15S231830
4851	2010	FORD, E450	VAN, STEP	1FC4E4KLXADA30487
4866	2011	HYUNDAI, TUCSON 4X2	SPORTS UTILITY VEHICLE	KM8JT3AC8BU269277
4867	2011	HYUNDAI, TUCSON 4X2	SPORTS UTILITY VEHICLE	KM9JT3AC5BU279586
4868	2011	HYUNDAI, TUCSON 4X2	SPORTS UTILITY VEHICLE	KM8JT3AC1BU279990
4869	2011	HYUNDAI, TUCSON 4X2	SPORTS UTILITY VEHICLE	KM8JT3AC5BU279992
4879	2011	FORD, E150 CARGO VAN	CARGO VAN	1FTNE1EWXBDA5496
	2014	WANCO INC.	ARROW BOARD TRAILER	WTD3B8
4873	2011	FORD, RANGER 4X2	PICKUP	1FTKR1ED9BPA36473
4914	2017	OVERBILT TRAILER	MOBIL SUBSTATION	1Z9SD5431GD058770
4922	2017	GMC CANYON	4x4 PICKUP	1GTG6CEN7H1177332
4923	2017	GMC CANYON	4X4 PICKUP	1GTG6CEN4H1176607
4924	2017	GMC CANYON	4X4 PICKUP	1GTG6CEN9H1177574
4925	2017	GMC CANYON	4X4 PICKUP	1GTG6CEN0H1177835
4933	2017	GMC CANYON	4X2 PICKUP	1GTG5CEAXH1176515
4934	2017	GMC CANYON	4X2 PICKUP	1GTG5CEA2H1177836
4935	2017	GMC CANYON	4X2 PICKUP	1GTG5CEA9H1179230
4937	2017	GMC CANYON	4X2 PICKUP	1GTG5CEA9H1179955
4946	2017	GMC ARCADIA	SUV	1GKKNKLA6HZ199061
4947	2017	NISSAN LEAF	ELECTRIC SEDAN	1N4BZ0CP4HC307324
4948	2017	NISSAN LEAF	ELECTRIC SEDAN	1N4BZ0CP7HC307382
4949	2017	GMC ARCADIA	SUV	1GKKNKLA5HZ199732
4950	2017	GMC ARCADIA	SUV	1GKKNKLA3HZ198689
4972	2016	GMC CANYON	4x4 PICKUP	1GTG6CE35G1378451
4978	2017	(12ton Felling)	Trailer	5FTCF3228H1002800
4979	2016	(35ton Grove)	Crane	235102
4980	2017	Freightliner 55ft	BUCKET TRUCK	1FVACYDJ4HHJA4629
4981	2017	Freightliner 55ft	BUCKET TRUCK	1FVACYDJ0HHJA4627
4982	2017	Freightliner 55ft	BUCKET TRUCK	1FVACYDJ2HHJA4628
4988	2016	Lark-Fiber Optic	Trailer	5RTBE1226GD054998
5009	2011	ALTEC, MDL HLIW1600-T	INSULATOR WASHER W/TRAILER	4HAFAB1Z04BS000033
5017	2011	FORD, RANGER 4X2	PICKUP	1FTKR1ADX8BPA36469
5018	2011	FORD, RANGER 4X2	PICKUP	1FTKR1AD8BPA36471
5019	2011	FORD, RANGER 4X2	PICKUP	1FTKR1ADOBPA60585

LICENSE PLATE #	YEAR	DESCRIPTION		VIN NUMBER
		MAKE	MODEL	
5022	2011	DODGE, RAM 2500 4X4	UTILITY PICKUP	3D7LTZETYAG108421
5043	2011	FORD, RANGER 4X2	UTILITY PICKUP	1FTLR1EE6BPA77186
5044	2011	FORD, RANGER 4X2	UTILITY PICKUP	1FTLR1EE4BPA77185
5045	2011	FORD, RANGER 4X2	UTILITY PICKUP	1FTLR1EE2BPA77184
5046	2011	FORD, RANGER 4X2	UTILITY PICKUP	1FTLR1EE0BPA77183
5048	2011	FORD, RANGER 4X2	UTILITY PICKUP	1FTLR1EE7BPA77181
5049	2011	FORD, RANGER 4X2	UTILITY PICKUP	1FTLR1EE9BPA77179
5058	1998	IHC, 4700 MAT'L HANDLR	BUCKET TRUCK	1HTSCABN2WH519157
5090	1993	KENWORTH T-800	DIGGER	1NK0H58X6PS611378
5354	2017	GMC ARCADIA	SUV	1GKKNKLA3HZ192391
5369	2007	NISSAN, FRONTIER	PICKUP	1N6AD09WX7C404073
5351	2017	GMC ARCADIA	SUV	1GKKNKLA0HZ199038
5380	2017	Freightliner	Dump Truck	1FVACXDJ3HHJD4764
5381	2017	KENWORTH AM 60	BUCKET TRUCK	1NKHHZ8X7HR155880
5382	2017	KENWORTH AM 60	BUCKET TRUCK	1NKHHZ8X0HR155879
5394	2017	KENWORTH AM 60	BUCKET TRUCK	1NKHHZ8X9HR155881
5401	2011	FORD, RANGER 4X2	UTILITY TRUCK	1FTLR1EE5BPA77180
5402	2011	FORD, RANGER 4X2	UTILITY TRUCK	1FTLR1EE7BPA77178
5408	1994	GENERAC GENERATOR	TRAILER	1L91115117RA160125
5409	2011	FORD RANGER, 4X2	UTILITY TRUCK	1FTLR1FE3BPA77189
5410	2011	FORD, RANGER, 4X4	UTILITY TRUCK	1FTLR1FE1BPA77188
5411	2011	FORD, RANGER, 4X4	UTILITY TRUCK	1FTLR1FEXBPA77187
5454	2010	FORD, F350-, 4X4	UTILITY PICKUP	1FDWF3H59AEA57503
5518	2001	INTERNATIONAL	DIGGER	1HTSHADT01H393466
5520	2001	INTERNATIONAL	BUCKET TRK	1HTSCAAN81H343208
5521	2000	INTERNATIONAL	BUCKET TRK	1HTSCAAN5YH314288
5525	2009	FREIGHTLINER, M2106	BUCKET TRK	1FVACXCS29HAM3374
5527	2009	INTL. 4300 SBA 4X2/35'	BUCKET TRUCK	3HAMMAAL59L146989
5528	2009	INTL. 4300 SBA 4X2/35'	BUCKET TRUCK	3HAMMAAL19L146990
5546	2011	FORD, E150	CARGO VAN	1FTNEIEW1BDA54977
5547	2011	FORD, E150	CARGO VAN	1FTNE1EW3BDA54978
5566	2009	FORD, RANGER 4X2	PICKUP	1FTYR10D99PA16462
5567	2009	FORD, RANGER 4X2	PICKUP	1FTYR10D09PA16088
5568	2009	FORD, RANGER 4X2	PICKUP	1FTYR10D79PA16461
5569	2009	FORD, RANGER 4X2	PICKUP	1FTYR10D59PA16460

LICENSE PLATE #	YEAR	DESCRIPTION		VIN NUMBER
		MAKE	MODEL	
5570	2009	FORD, RANGER 4X2	PICKUP	1FTYR10D99PA16459
5571	2009	FORD, RANGER 4X2	PICKUP	1FTYR1099PA16090
5613	1979	BERNARD & LEASE MFG	TRAILER	9733682
5588	2011	FORD, E150 CARGO VAN	CARGO VAN	1FTNE1EW8BDA54975
5756	2016	GMC Canyon 4x4	Pickup	1GTG6CE39G1372829
5757	2016	GMC Canyon 4x4	Pickup	1GTG6CE31G1373022
5758	2016	GMC Canyon 4x4	Pickup	1GTG6CE39G1372782
5759	2016	GMC Canyon 4x2	Pickup	1GTG5CEA0G1373000
5760	2016	GMC CANYON 4X2	Pickup	1GTG5CEA0G1373756
5782	2017	GMC ARCADIA	SUV	1GKKNKLA1HZ201119
5793	2017	NEW HOLLAND	BACK-HOE	NHHH01627
5799	2018	FELLING	3 WIRE REEL TRAILER	5FTCFE333ZJ1002801
5936	2014	SULLIVAN PALATEK	TRAILER COMPRESSOR	D185JD/32229
5937	2013	TARTER GATE WEST	TRAILER	57BU1014DC002331
5938	2013	TARTER GATE WEST	TRAILER/ TUTWF5102	57BU1014DC002332
5985	2012	FORD F150 4X2	PICKUP	1FTEX1CM4CKD41092
5986	2012	FORD F150 4X2	PICKUP	1FTEX1CM6CKD41093
5987	2012	FORD F150 4X2	PICKUP	1FTX1CM8CKD41094
5989	2012	FORD F150 4X2	PICKUP	1FTEX1CM1CKD41096
5990	2012	FORD F150 4X2	PICKUP	1FTEX1CM5CKD41098
5991	2012	FORD F150 4X2	PICKUP	1FTEX1CM7CKD41099
5998	2011	CATERPILLAR, 420E	BACKHOE/LOADER	CAT0420EKDJL02450
6002	2012	KIA, SPORTAGE	SPORTS UTILITY VEHICLE	KNDPB3A20C7347348
6003	2012	FORD, E150	CARGO VAN	1FTNE1EW9CDA94547
6004	2012	KIA, SPORTAGE	SPORTS UTILITY VEHICLE	KNDPB3A20C7347348
6005	2012	KIA, SPORTAGE	SPORTS UTILITY VEHICLE	KNDPB3A26C7346799
6006	2012	KIA, SPORTAGE	SPORTS UTILITY VEHICLE	KNDPB3A22D7356201
6028	2005	DODGE, RAM 4X4	PICK-UP	1D7HU18N35S231831
6130	2011	FREIGHTLINER, MM1060646	BOOM TRUCK CRANE	1FVHC7B56BB4924
6135	2004	DODGE, RAM, 3500, 4X4	UTILITY TRUCK	3D7MU46C24G147569
6150	2012	FREIGHTLINER M2106	DERRICK TRUCK	1FVACYDJ1CHBV5988
6180	2012	KIA, SEDONA	MINI PASSENGER VAN	KNDMG4C73C6502211
6184	2014	INTERNATIONAL 4300 SBA	BUCKET TRUCK	3HAMMAANBEL363691
6185	2014	INTERNATIONAL 4300 SBA	BUCKET TRUCK	3HAMMAANXEL363692
6221	none	LINCOLN/AIR VANTAGE	TRAILER WELDER,	U1040412380

LICENSE PLATE #	YEAR	DESCRIPTION		VIN NUMBER
		MAKE	MODEL	
6396	2018	PITTS TRAILERS	50TON LOWBOY TRAILER	5JLB5134JPP09330
6397	2017	FORD 150	UTILITY VAN	1FTYE1YM9HKA59002
6398	2017	FORD 150	UTILITY VAN	1FTYE1YM7HKA59001
6416	2018	VERMEER BC1500	WOOD CHIPPERS	1VR2161V1J1008784
6417	2018	VERMEER BC1500	WOOD CHIPPERS	1VR2161V3J1008785
6419	2018	VERMEER BC1500	WOOD CHIPPERS	1VR2161V5J1008786
6420	2017	FORD F-250	UTILITY TRUCK	1FD7X2B65HEE11542
6421	2017	FORD F-250	UTILITY TRUCK	1FD7X2B66HED89101
6422	2017	FORD F-250	UTILITY TRUCK	1FD7X2B68HED89102
6423	2017	FORD F-250	UTILITY TRUCK	1FD7X2B64HED89100
6463	1992	KENWORTH	LUBE/SERVICE TRUCK	1NK0L59X8N5581116
6475	1991	KW T-800	TRACTOR TRUCK	1NK0160XXN5570282
6539	2018	JOHN DEERE	BOOM MOWER	1LV5100MLHJ402208
6540	2018	JOHN DEERE	BOOM MOWER	1LV5100MHHJ402209
6541	2018	JOHN DEERE	BOOM MOWER	1LV5100MAHJ402210
6550	2018	FREIGHTLINER	DUMP TRUCK	1FVACXDJ9JHW2790
6551	2018	FREIGHTLINER	DUMP TRUCK	1FVACXDJ2JHW2789
10373	none	6540	WELDER, RANGER 8	10373-11970112248
32398	2002	FORD, NEW HOLLAND, TC21	TRACTOR MOWER	32398
5EH1-010A	1999	YAMAHA, KODIAK 400	RTV 4X4	JY4H05W7XA008016
5EH3-010A2	1999	YAMAHA, KODIAK 400	RTV 4X4	JY4H05W7XA009288
DP10-4H	2000	TSE, INTERNATIONAL DP10-4H	TRAILER, CABLE PULLER	1T9250321YS268114
SL20	none	VOKE, STREAMLINE	TRAILER, OIL HEATER	166385
T50/52	2000	INTERNATIONAL	TRAILER, CABLE REEL	1T91S122XYS268115

GPA FY2018 Directors and Officers Application

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BusinessGuard
Revolutionary Insurance

AIG
C/O CALVO'S INSURANCE UNDERWRITERS, INC.
MANAGING GENERAL AGENTS
P.O. BOX CI
HAGATNA, GUAM 96932
TEL. (671) 472-6816

RENEWAL PROPOSAL FORM FOR
DIRECTORS & OFFICERS INSURANCE
GUAM POWER AUTHORITY

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**BusinessGuard Renewal Proposal Form For Directors Officers
Liability and Company Reimbursement Insurance**

Proposer Details

1. Name of Proposer

 GUAM POWER AUTHORITY

2. Address of Head Office
 PHYSICAL ADDRESS: 688 ROUTE 15, MANGILAO GUAM 96913
 MAILING ADDRESS: P.O. BOX 29777, HAGATNA, GUAM 96932

N.B. Hereinafter the Proposer and its subsidiaries shall be known as the "Company."

3. Has the Company changed its principal business activities within the past 12 months? Yes No

4. Limit(s) of Liability being requested:

5. (a) Please provide total (consolidated) annual gross assets of the Company from the most recent year end report:
 \$855,762,013 Fiscal Year ended September 30, 2016 - Audited

(b) Please provide total (consolidated) annual revenues of the Company from the most recent year end report:
 \$309,190,621 Fiscal Year ended September 30, 2016 - Audited

(c) Please provide the total (consolidated) net worth of the Company for the past two years:
 \$84,105,278 FY2015 (Audited) \$77,060,329 FY2016 (Audited)

(d) Please provide the total (consolidated) net income of the Company for the past two years:
 \$15,191,135 FY2015 (Audited) (\$7,044,949) FY2016 (Audited)

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**BusinessGuard Renewal Proposal Form For Directors Officers
Liability and Company Reimbursement Insurance**

6. Did the Proposer acquire or create any new subsidiaries within the past 12 months?

Yes No

If "yes," please provide the following information for each subsidiary:

Name of subsidiary	Country of formation or incorporation	Publicly Traded or Privately Held	If publicly held then each securities exchange/ market per country	Type of listing (Direct, ADR and level, OTC)

Is insurance being requested for the directors and officers of each new subsidiary?
..... Yes No

7. During the last 12 months has any subsidiary been sold or ceased trading? Yes No

If "yes" to this question 7 please give details.

8. If any of the below has changed for the Company during the last 12 months then please provide the amended numbers and/or information:

(a) Total number of shareholders:
N/A _____

(b) Total number of shares issued:
N/A _____

(c) Total number of shares (percentage) held by each director and officer of the Company (both direct and beneficial):
N/A _____

(d) Total number of shares (percentage) held by institutional investors:
N/A _____

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**BusinessGuard Renewal Proposal Form For Directors Officers
Liability and Company Reimbursement Insurance**

(e) All security holders, holding a 5% or more ownership interest in the Proposer, or any subsidiary that is publicly traded, giving the holder's name and the percentage held:

<u>Holder</u>	<u>Entity</u>	<u>Percentage of Ownership</u>
N/A		

9. (a) Is the Proposer or any subsidiary considering any acquisition, tender offer, merger, buy-out or other change in equity structure?..... Yes No

(b) Is the Proposer or any subsidiary aware of whether any other company or entity is considering an acquisition, tender offer, merger, buy-out or other change in equity structure of which the Proposer or any subsidiary would be a target?..... Yes No

(c) Has either the Proposer or any of its subsidiaries undergone a new public offering of securities, or a change in the listing status of its existing securities, within the last 12 months?..... Yes No

(d) Is the Proposer or any of its subsidiaries intending either a new public offering of securities, or a change in the listing status of its existing securities, within the next 12 months?
Yes No

If "yes" to any of the above, please provide specific details.

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**BusinessGuard Renewal Proposal Form For Directors Officers
Liability and Company Reimbursement Insurance**

10. Please provide a list of all new directors and officers of the Proposer and of each subsidiary who became a director and/or officer of the Proposer and/or a subsidiary within the past 12 months.

<u>Name</u>	<u>Title</u>
John J. Cruz, Jr, P.E. - Assistant General Manager Engineering & Technical Services (March 2017)	
Beatrice P. Limtiaco - Assistant General Manager Administration (March 2017)	

Is insurance being requested for each new director and officer in their listed capacity?
..... Yes No

11. (a) Have any Directors and / or Executive Officers of the Company resigned or been replaced in the past 12 months? Yes No

If "Yes," who, title and why?

(b) Is the Company considering a replacement of or addition of any Directors and Executive Officers of the Company within the next 13 months? Yes No

If "Yes," who, title and why?
The next General Election in 11/2018 will determine if there will be a change in 3 (three) seats on our CCU Board.
The newly elected commissioners will take oath of office on 01/2019.

12. Did the Company change its external auditing firm in the past 12 months..... Yes No

If "yes," why, when and to whom?

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**BusinessGuard Renewal Proposal Form For Directors Officers
Liability and Company Reimbursement Insurance**

13. Does the Company have any plans to remove or replace its external auditor in the next 12 months?.....Yes No

If "Yes," why and to whom?

14. (a) Have all revenue recognition practices of the Company been approved by your existing external auditor, without qualification?..... Yes No

If "no," please provide specific details.

(b) Have the Company's external auditors recommended changes to the revenue recognition or other significant accounting practices in the past 12 months?.....Yes No

(c) Has the Company changed or considered changes to the revenue recognition or other significant accounting practices in the past 12 months?..... Yes No

(d) Is the Company considering changes to the revenue recognition or other significant accounting practices?..... Yes No

If "yes," to (b), (c) or (d) please provide specific details.

15. Did the Company or any of directors and/or officers thereof acquire any interests in any partnerships or Special Purpose Vehicles or Entities within the past 12 months?.....Yes No

If "yes," please provide details.

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**BusinessGuard Renewal Proposal Form For Directors Officers
Liability and Company Reimbursement Insurance**

16. Does the Company anticipate having to take a significant one time charge to earnings, or restate earnings, within the next 12 months? Yes No

If "yes," please provide details.

If "yes" to question 16, it is agreed that the proposed policy shall not provide any coverage for loss in connection with any claim, investigation, proceeding or action alleging or arising from such event, unless an endorsement is added to the proposed policy specifically extending coverage to such arising.

17. Has the Company made any significant changes to its specific written corporate policies with respect to directors', officers' and employees' ability to purchase or sell the Company's stock, including the ability to exercise stock options? Yes No

If "yes," please provide details.

18. The directors or officers of the company, the General Counsel (or equivalent person) of the company and the risk manager of the company have no knowledge or information of any act, error or omission which could reasonably give rise to a claim, investigation or action under the proposed policy, except as follows: (Attach complete details.)..... Yes No

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**BusinessGuard Renewal Proposal Form For Directors Officers
Liability and Company Reimbursement Insurance**

Cover for the United States of America

Please complete questions 18-25 if the Proposer is requesting any coverage for claims brought in the United States of America or claims made elsewhere arising out of the Company's operations in the United States of America.

19. (a) Please provide the total gross assets of the Company in North America, if such assets have significantly changed in the last 12 months?

(b) Please provide the total revenues of the Company derived from its activities in North America, if such revenues have significantly changed in the last 12 months?

(c) Total number of employees in the United States of America and three US states with the largest number of such employees:

20. In the last 12 months, did the Company acquire any ownership interest of 50% or less in any entity located or incorporated in the United States of America? Yes No

If "yes":

(a) Please provide in an attachment the name of the entity, type of industry, whether public or private, and if publicly traded, type of securities (equity or debt) and the name of exchange or market on which such securities are traded:

(b) Does the Company have any representation on the Board of Directors, or as an Executive Officer, on any entity listed in question 20(a) above? *N/A*..... Yes No

If "yes" to 20(b), please provide name of entity, name of individual and position.

21. Has either the Proposer or any of its subsidiaries undergone a new public offering of securities (equity or debt) in the United States of America, or a change in the listing status of its existing securities (equity or debt) traded or sold in the United States of America, within the last 12 months Yes No

If "yes" to the above, please provide specific details, including;

- the name of the entity, and country of incorporation/formation
- US exchange on which securities are listed,
- type of security listing (ADR and Level, Direct listing etc.),
- percentage US securities represent to all Company securities traded worldwide.

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**BusinessGuard Renewal Proposal Form For Directors Officers
Liability and Company Reimbursement Insurance**

22. Is the Proposer or any of its subsidiaries intending either a new public offering of securities in the United States of America, or a change in the listing status of its existing securities presently traded in the United States of America, within the next 12 months?..... Yes No

If "yes" to the above, please provide specific details.

23. Is the company required to follow U.S. Generally Accepted Accounting Principles (GAAP)? Yes No

If "Yes," are the company's financial statements generally in accordance with US GAAP?..... Yes No

25. Is the company or any director or officer presently the subject of a U.S. Securities and Exchange Commission (SEC) enforcement action or a U.S. Internal Revenue Service (IRS) enforcement action?..... Yes No

If "yes," please provide details.

26. Is the SEC or IRS investigating or requesting information from the Company of any of the Company's directors, officers or employees?..... Yes No

If "yes," please provide details.

27. Does the Company have an internal Audit Committee pursuant to U.S. statutes, rules or regulations? Yes No

If "no," why?

(i) If "Yes," does the Audit Committee meet more than four times a year? Yes No

(ii) If "Yes," has any member of the audit committee resigned or been replaced within the past 12 months?..... Yes No

If "yes," who and why?

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**BusinessGuard Renewal Proposal Form For Directors Officers
Liability and Company Reimbursement Insurance**

Documentation

25. Provide copies of the following for the Company.

- (a) Latest annual report.
- (b) Latest audited financials
- (c) Latest interim financials available
- (d) Copy (certified by organization's Secretary) of the indemnification provisions of the charter and the by-laws. Also attach a copy of organization's indemnification agreement.
- (e) Latest CPA management letter along with Proposer's responses to any recommendations made therein.

If the Company has any securities (equity or debt) listed or traded in the United States of America, then:

- (f) Latest 10K report filed with the Securities and Exchange Commission (SEC) (or similar state or foreign agency).
- (g) All registration statements filed with the SEC (or similar state or foreign agency) within the last twelve months.
- (h) Copies of financial statements certified by the CEO and CFO. All proxy statements and notices of annual meeting of stockholders within the last 12 months

It is agreed that the Proposer will file with the Insurer, as soon as it becomes available, a copy of each registration statement and annual or interim report which the Proposer or any subsidiary may from time to time file with any local or foreign governmental, regulatory body or agency that regulates securities (including but not limited to the US Securities and Exchange Commission).

SIGNING THIS PROPOSAL DOES NOT BIND THE PROPOSER TO COMPLETE THIS INSURANCE.

Consent Clause

"I agree and authorize the Company to use and disclose any information (collected or held) with regard to matters pertaining to this application, to enable the Company, its associated individuals/organizations or independent third parties, to provide advice or information covering products or services which the Company believes may be of interest to me or to communicate with me for any purpose."

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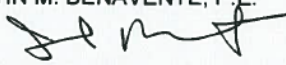
Declaration

I declare on behalf of all insureds, after inquiry, that the statements and particulars in this supplemental proposal are true and no material facts have been misstated or suppressed. I agree that this proposal forms, any attachment, any information submitted therewith and any and all other information supplied or requested, shall form the basis of any Contract of Insurance effected thereon. I further undertake to inform Insurers of any material alteration to any information, statements, representations or facts presented in this proposal form occurring after the date this proposal form is signed and before the inception date of the proposed policy.

A material fact is one which would influence the acceptance or assessment of the risk.

All written statements and materials furnished to the insurer in conjunction with this application are hereby incorporated by reference into this application and made a part hereof.

Signing this proposal does not bind the proposer to complete this insurance.

	JOHN M. BENAVENTE, P.E.
Signed	
Title	General Manager CEO or Chairman of the Board of Directors (Authorized signatory of the insured)
Company	GUAM POWER AUTHORITY
Date	11/3/17

AIG
C/O CALVO'S INSURANCE UNDERWRITERS, INC.
MANAGING GENERAL AGENTS
 P.O. BOX CI
 HAGATNA, GUAM 96932

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GUAM POWER AUTHORITY

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

Edward J.B. Calvo
Governor

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

Raymond S. Tenorio
Lieutenant Governor

BID BOND

NO.: _____

KNOW ALL MEN BY THESE PRESENTS that _____, as

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

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

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

Signed and sealed this _____ day of _____ 2018.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(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.



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 Compensation</u>
_____	_____	_____
_____	_____	_____

Further, affiant sayeth naught.

Date: _____

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

Subscribe and sworn to before me this _____ day of _____,
20_____.

Notary Public _____
In and for the Territory of Guam
My Commision expires _____.

NON-COLLUSION AFFIDAVIT

Guam)
)ss:
Hagatna)

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

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

(Declarant)

SUBSCRIBED AND SWORN to me before this _____ day of _____, 2018.

)Seal(

Notary Public

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:

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT

(Proposer)

TERRITORY OF GUAM)

)

SS:

HAGATNA, GUAM)

)

_____, 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:

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 _____, 2018.

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

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 _____, 2018.

Notary Public



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 United 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.

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 Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier’s Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Power Authority in the amount of ten thousand (US\$10,000.00). 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 _____ of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are

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 within 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 the 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 tem 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 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 indication 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, se, 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.

- [X] 38. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative towards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.

- [X] 39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.

- [X] 40. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be receive 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 e due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).

- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

- [X] 43. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Guam Power Authority.

2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.

3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.

4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.

6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.

7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations Section 3-202)
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. **DISCOUNTS:**
 - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

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

The Procurement Officer may initiate Phase Two of the procedure if, in the Procurement Officer's opinion, there are sufficient acceptable unpriced technical offers to assure effective price competition in the second phase without technical discussions. If the Procurement Officer finds such is not the case, the Procurement Officer shall issue an amendment to the Invitation for Bids or engage in technical discussions as set forth in Subsection 3-202.20.5 of this Section.
- d. 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.