



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-001-19				
DESCRIPTION: Bulk Supply of Diesel Fuel Oil No. 2				

SPECIAL REMINDERS TO PROSPECTIVE BIDDERS

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

- (XX) BID GUARANTEE - no less than Five Hundred Thousand Dollars (US\$500,000.00) May be in the form of:
(NOTE: Cashier's Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.)
Reference #11 on the General Terms and Conditions
- Cash, Bank Draft, Cashier's Check or Certified Check
 - Wire Transfer to Guam Power Authority. Account information shall be sent to bidders upon request.
 - Letter of Credit or
 - Surety Bond – Valid only if accompanied by:
 - Current Certificate of Authority issued by the Insurance Commissioner;
 - Power of Attorney issued by the Surety to the Resident General Agent;
 - Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.
- (XX) STATEMENT OF QUALIFICATION;
- () SAMPLES;
- () BROCHURES/DESCRIPTIVE LITERATURE; (Shall provide detailed literature on items offered.)
- (XX) NON-COLLUSION AFFIDAVIT;
- (XX) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS
- (XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;
- (XX) ETHICAL STANDARDS AFFIDAVIT;
- (XX) WAGE DETERMINATION AFFIDAVIT;
- (XX) RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;
Affidavits must comply with the following requirements:
- The affidavit must be signed within 60 days of the date the bid is due;
 - Date of signature of the person authorized to sign the bid and the notary date must be the same.
 - First time affidavit **must** be an **original** – If copy, indicate Bid Number/Agency where original can be obtained.
- (XX) OTHER REQUIREMENTS:
Restrictions against Sex Offenders Affidavit, Wage Determination Affidavit, No Gratuities or Kickbacks Affidavit, Ethical Standards Affidavit, together with additional requirements set forth under required forms as specified in Section 3. A Guam Business License with proof of Employer Identification Number (EIN) is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority. Bidders MUST comply with PL 26-111 dated June 18, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act (www.wdol.gov). 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
1st. Floor, Room 101
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

Handwritten signature and date 10/10/18
JOHN M. BENAVENTE P.E. DATE
General Manager

DATE ISSUED: October 11, 2018 MULTI-STEP
October 18, 2018 BID INVITATION NO.: GPA-001-19
BID FOR: Bulk Supply of Diesel Fuel Oil No. 2
SPECIFICATION: See Attached
DESTINATION: See Attached
REQUIRED DELIVERY DATE: On or about February 01, 2019
PRE-BID CONFERENCE (NON-MANDATORY): 9:00 A.M., Tuesday, October 23, 2018
SITE VISIT (NON-MANDATORY): 10:00 A.M., Tuesday, October 23, 2018
CUT-OFF DATE FOR RECEIPT OF QUESTIONS: 4:00 P.M., Friday, October 26, 2018

INSTRUCTIONS TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION
INCORPORATED IN:

Technical and Price Proposals (separate sealed envelope) shall be submitted to the issuing office above on later than 2:00 P.M., November 13, 2018. Technical Proposals and Price Proposals submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable for a period of not less than six (6) months after the Price Proposal Opening Date and thereafter shall be subject to renewal by mutual agreement between the BIDDER and GPA. Bidder shall state the actual date of expiration in their proposal.

NAME AND ADDRESS OF BIDDER: SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: AMOUNT: DATE:

ITEM NO(S). AWARDED:

CONTRACTING OFFICER:

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

NAME AND ADDRESS OF CONTRACTOR: SIGNATURE AND TITLE OF PERSON

Invitation For Multi-Step Bid

No.: GPA-001-19

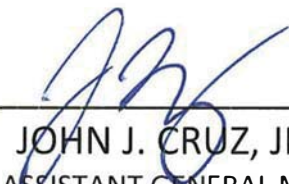
BULK SUPPLY OF DIESEL FUEL OIL NO.2



JENNIFER G. SABLAN, P.E.

MANAGER

STRATEGIC PLANNING OPERATIONS AND RESEARCH DIVISION (SPORD)



JOHN J. CRUZ, JR., P.E.

ASSISTANT GENERAL MANAGER

ENGINEERING AND TECHNICAL SERVICES (AGMETS)



JOHN M. BENAVENTE, P.E.

GENERAL MANAGER

Invitation For Multi-Step Bid

GPA-001-19

Bulk Supply of Diesel Fuel Oil No.: 2



Volume I

Commercial Terms and Conditions

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Volume I: Commercial Terms and Conditions

1. INTRODUCTION

The Guam Power Authority (GPA), hereinafter referred to as GPA, is a public utility corporation that provides electric power service throughout the entire island of Guam. GPA, in conjunction with Private Partners, operates and maintains 13 power plants, with a total rated capacity of 552.4 MW.

GPA is inviting interested Firms to participate in a Multi-Step Bid for the **Bulk Supply of Diesel Fuel Oil No.2**. The Contract shall be for two (2) years to commence on or about **February 01, 2019** with three (3) year extension options, renewable annually upon mutual agreement of both parties. All interested parties are hereby on notice that minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color and national origin in consideration for an award. The right is reserved to reject any or all bids and to waive any imperfection in the bids in the interest of the Guam Power Authority.

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

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Table 1: Bid Milestones

Bid Process Milestones		From	To
Bid Announcement		10/11/2018	11/13/2018
Pre-Bid Conference (Non-mandatory)		10/23/2018 9:00 A.M. Guam time	
Site Visit (Non-Mandatory)		10/23/2018 10:00 A.M. Guam Time	
Submit Questions		10/11/2018	10/26/2018
Cut Off Date for Receipt of Questions		10/26/2018	
GPA Review and Answer Questions		10/11/2018	11/05/2018
Vendor Prepare Bids		10/11/2018	11/13/2018
Cut Off Date for Receipt of Proposals (Technical and Price Proposals)		11/13/2018 2:00 P.M. Guam Time	
EVALUATION	Evaluation of Technical Proposal	11/15/2018	11/22/2018
Step One:	Notification of Qualified Bidders	11/26/2018	11/30/2018
EVALUATION	Opening of Price Proposal	12/18/2018 2:00 P.M. Guam Time	
Step Two:		Evaluation of Price Proposal	12/19/2018
Issue Notice to Proceed (Performance Bond)		TBD	
Approvals, CCU Filing, PUC Filing		TBD	
Contract Signing		TBD	
Contract Mobilization		TBD	
CONTRACT Commencement		TBD	

1.1. Invitation for Multi-Step Bid (IFB) Document Organization

Invitation for Multi-Step Bid (MSB) documents are organized into three separate volumes, as follows:

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

Volume I: Commercial Terms and Conditions

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

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

1.2. Overview and Scope

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

The estimated total fuel oil requirement is as follows:

Diesel Fuel Oil No.2 (or “ULSD”) Bulk Supply	Estimated Annual Requirement (Barrels per Year)
First (1 st) Year	50,000 - 100,000
Second (2 nd) Year	100,000 – 200,000

Quality specification is prescribed in Volume II (Contract) - Section 10 and Schedule A of the solicitation package.

The **ULSD** tanker is being accommodated at the F-1 Dock Facility managed and operated by Tristar Terminals Guam, Inc. The **ULSD** cargoes discharged by the ship are transported over a 16-inch diameter pipeline (designated as Tristar D-Line) into the designated shore tanks located at GPA Fuel Farm Facility in Piti with an approximate distance of 3 miles and the Tristar Tankfarm Facility in Agat with an approximate distance of 6 miles.

1.2.1. CONTRACT TERM

The Contract Term for the base period shall be for TWO (2) years and is anticipated to commence on or about after 0:00 hour on February 01, 2019, and shall continue until midnight of January 31, 2021 with options to extend for THREE (3) additional One (1) year term, upon mutual agreement of both parties.

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The first delivery of fuel oil pursuant to the Contract is anticipated to be on or about February 01, 2019. The estimated cargo quantity per shipment is between 50,000 to 100,000 barrels at a delivery cycle of about 35-45 days.

1.2.2. CONTRACT PRICE

The total contract price in U.S. Dollars per Metric Ton for all residual fuel oil delivered D.E.S. Guam (discharge port) to GPA shall be inclusive of all costs and liabilities incurred prior to delivery at discharge port, Cabras Island, Guam. The contract price structure is described in detail in Volume II (Contract) – Section 4 of the solicitation package.

2. INSTRUCTIONS TO BIDDERS**2.1. Introduction**

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

In Step One, only the submitted Technical Proposals will be evaluated and determined whether Acceptable or Unacceptable. BIDDERS whose Technical Proposals are determined to be Acceptable shall qualify for Step Two. BIDDERS whose Technical Proposals are Unacceptable shall be notified, and the unopened Price Proposal packages shall be returned.

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

2.2. Language and Correspondence

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

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

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

FAX: 1 (671) 648-3165
Attention: Supply Management Administrator

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

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

2.3. Technical and Functional Requirements Examination

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

2.4. Facility Tours

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

For the purpose of familiarizing BIDDERS with the Fuel Bulk Storage Facility, BIDDERS may request GPA for a scheduled Facility Tour. All requests must be submitted as specified in Section 2.2. Upon approval and subject to the availability of the facility, GPA shall coordinate with the BIDDER regarding the tour details.

2.5. Solicitation Amendment

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

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

2.6. Familiarity With Laws

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

2.7. Cost of Bidding

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

2.8. Price/Cost Data

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

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

2.9. Documents Executed Outside of Guam

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

2.10. Proposal Submittal

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

2.10.1. Technical Proposal Requirements

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

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

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

2.10.1.1 Technical Proposal

Each BIDDER's Technical Proposal shall include the following:

a. Business Structure and Business Approach

The CONTRACTOR shall provide company information such as name, local address, corporate headquarters (if any) and affiliate company in support for the performance of its contractual obligations. The business structure and nature of services provided shall be provided together with the company information. A copy of the Articles of Incorporation and By-Laws or other applicable forms concerning

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the business organization is also requested. The CONTRACTOR shall outline business concepts to be used in order to perform, meet, and achieve the objectives of this solicitation.

b. Experience and Qualification

The contractor shall provide supporting information showing extensive and reliable experience in the oil market as suppliers and/or traders. Information should include, but is not limited to successful completion or on-going contracts for bulk supply of **ULSD** within the last five years, and documentation illustrating experience in the oil market, bunkering, shore loading, refining and technical analysis. Contractor shall also provide documentary evidence of conformity with the Quality Specifications set in Volume II Section 10 for the types of fuel to be supplied.

c. Statement of Qualification/ Organizational Structure

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

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

d. Financial Information

The CONTRACTOR shall provide documentation to illustrate its financial position and capability. The following documents are required:

- Dun & Bradstreet Rating. Must be:
 - D or better in financial strength; and
 - 2 or lower in risk indicator
- Latest 10-K or annual report, plus any 10-Qs and/or quarterly reports issued subsequent to latest 10-K/annual report
- Minimum of three (3) trade and banking references

e. Federal and Regulatory Compliance

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

The CONTRACTOR shall provide a copy of at least one contract in the last five (5) years citing past experience with berthing vessels in US Harbors.

f. Letter of Commitment

An authenticated letter of commitment from the CONTRACTOR's refinery/fuel supplier, vessel charterer, storage facility and others, which demonstrates its capability in providing uninterrupted supply of fuel for GPA, shall be provided by the CONTRACTOR in the Qualitative Proposal. At a minimum, the Letter of Commitment from the issuing organization shall Official letterhead of the organization

- A clear statement of work, including the names of key personnel.
- Explicit assurance of commitment
- The signature of a person appropriately authorized to make commitments and assurances on behalf of the organization.
- Company seal or stamp

g. Client references

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

h. Mobilization Capability

The BIDDER shall provide proof of capability to mobilize full support services no later than 30 days after contract signing. Include documentation from vessel company showing list of vessels secured for the next twelve (12) months.

i. General Experience and Expertise

The CONTRACTOR shall demonstrate its experience and expertise in the supply of **Diesel Fuel Oil No.2** by providing the following:

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- Supporting information outlining and/or illustrating past and current successful experience in the supply of **Diesel Fuel Oil No.2** in bulk petroleum tanker operations. Experience with Fuel Supply Storage and Inventory Audit.
- Experience with Fuel Handling, Ship-to-shore transfer of bulk petroleum products, and Pipeline Product Custody Transfer. Include documentation on existing contracts or agreements with vessel charterers, fuel supply traders/suppliers and other relevant business relationships.

2.10.1.2. Qualitative Proposal Scoring Workbook

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

2.10.1.3. Required Forms

Submittal of required forms as specified in Section 3 of this volume, as well as in Volume III Appendices, is mandatory. Affidavits notarized outside the Territory of Guam is acceptable. However, bidders must ensure that original affidavits are sealed and valid. GPA shall automatically disqualify any proposal submitted without the supplementary information and required forms listed below:

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

2.10.1.4. Marking and Packaging of Technical Proposal

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

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

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

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

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

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

2.10.1.5. Technical Proposal Submittal Quantity

BIDDERS are required to submit one (1) original and six (6) bound copies of their technical proposal including one (1) original and six (6) printed copies of the Qualitative Scoring Workbook. One (1) electronic copy of the Qualitative Scoring Workbook should also be submitted.

2.10.2. Price Proposal Requirements

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

- (1) "PRICE PROPOSAL";
- (2) "**BULK SUPPLY OF DIESEL FUEL OIL NO.2**";

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- (3) The BIDDER's Name;
- (4) Invitation for Bid Number;
- (5) Closing Date and Time (Guam Standard Time);
- (6) Addressed to, as follows:

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

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

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

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

2.10.3. Non-Repudiation Issues

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

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

- Manually executed signatures and printed media documents;
- Chain of custody receipts;
- Manual time-stamps for receipt of MSB materials;
- Machine generated Fax confirmation reports;

- Secure notification e-mail;
- Physical delivery of printed material proposals;
- Physically secured area storage of IFB materials.

2.10.4. Signature of Bidder

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

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

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

2.10.5. Cut-Off Date for Receipt of Proposals

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

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

2.10.6. Receipt and Handling of Proposals

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

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

2.10.7. Proposal Changes During Bid Process

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

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

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

2.11.2 Scoring of Technical Proposals

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

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

GPA shall evaluate and score each BIDDER using the methodology as described in Section Four of this volume. At the conclusion of the evaluation, GPA shall establish a Qualified Bidders List (QBL), and the

Procurement Officer or his designee may initiate Step Two if there are sufficient acceptable Technical (Unpriced) Proposals to assure effective price competition in the second phase without technical discussions. If the Procurement Officer or his designee finds that such is not the case, the Procurement Officer shall issue an amendment to this Invitation for Bid or engage in technical discussions with BIDDERS as set forth below.

2.11.3. Discussions of Proposals

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

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

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

2.11.4. Notice of Unacceptable Proposal

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

2.12. STEP TWO PROCEDURES

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

2.12.1. Opening of Price Proposals

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

2.12.2. Proposal Changes During Bid Process

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

2.12.3. Proposal Validity

All price/cost data submitted with the BIDDERS' proposals shall remain firm and open for acceptance for a period of not less than six (6) months after the Price Proposal Opening Date and thereafter shall be subject to renewal by mutual agreement between the BIDDER and GPA. BIDDER shall state the actual date of expiration in their proposal.

2.12.4. Preliminary Examination of Price Proposal

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

Arithmetical errors will be rectified on the following basis:

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

2.12.5. Evaluation Criteria and Comparison of Priced Offers

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

2.13. Award of Contract

The contract will be awarded to the BIDDER evaluated as being qualified and with the best-priced proposal as determined by GPA.

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

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

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

2.14. Bid Bond and Performance Bond Requirements**2.14.1. Performance Bond Form, Amount and Duration**

The required performance bond shall be in the form as prescribed in Appendix B. At the beginning of the CONTRACT and at the beginning of each GPA Fiscal Year during which the CONTRACT is in effect, the CONTRACTOR shall provide and maintain a performance bond in the amount **of no less than FIFTEEN PERCENT (15%) of the Annual Contract value** for that full or partial fiscal year within the term of the contract. If the CONTRACTOR is declared by GPA to be in default under the CONTRACT, GPA may exercise any or all rights and remedies it possesses under the provisions of the performance bond. The GPA Fiscal Year begins on October 1 and ends on September 30 of the following calendar year.

2.14.2. Performance Bond Execution by a Guam Licensed Surety Company

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

2.14.3. Bid Bond Form and Amount

A bid bond for an amount of **no less than Five Hundred Thousand Dollars (US\$500,000.00)** is required and may be in the following form:

- a. Cash, Bank Draft or Certified Check made payable to the Guam Power Authority;
- b. By wire transfer to Guam Power Authority. Account information shall be sent to the bidders upon request.
- c. Letter of Credit;
- d. Surety Bond – valid if accompanied by:
 - (1) Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation;
 - (2) Power of Attorney issued by the Surety to the Resident General Agent
 - (3) Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds submitted as Bid Guarantee without signatures and supporting documents are invalid and bids will be rejected. If a BIDDER desires to submit a bid bond with an acceptable bonding company, the BIDDER must submit original copies of Appendix J.

2.15. General Proposal Guidelines and Requirements**2.15.1. Amendments to the Bid Documents**

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

2.15.2. Proprietary Data

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

The Procurement Officer or his designee shall examine the proposals to determine the validity of any request for nondisclosure of trade secrets and other proprietary data identified in writing. If the BIDDER and GPA do not agree as to the disclosure of data, the Procurement Officer or his designee shall inform the

BIDDER in writing and in e-mail within five working days of the closing date for Proposal submittal what portions of the Proposal will be disclosed and that, unless the BIDDER protests under the Conditions of Contract Disputes clause the information will be so disclosed.

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

2.15.3. Acceptance of Proposals

GPA reserves the right to reject any or all proposals and to waive minor informalities if it appears in GPA's best interest to do so. Any effort by a BIDDER to influence GPA in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal. Once GPA has arrived at a decision regarding the award of the contract, it will notify promptly the successful BIDDER through official written correspondence, and shall include information advising the proponents of the timing of the bid milestones such as Contract Finalization, Awarding and Mobilization. Potential Bid Awardees shall await this notification from GPA prior to commencement of any Contract Terms Finalization.

2.15.4. Solicitation Cancellation or Delay

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

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

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

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

2.15.5. Disqualification of BIDDER

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

2.15.6. False Statements In Proposal

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

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

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

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

GCA 5 §5253(b) restricts the PROPONENT against employing convicted sex offenders from working at Government of Guam venues. It states:

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.

3. REQUIRED FORMS AND SUPPLEMENTAL INFORMATION

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

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

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

- Appendix A: Proposal Checklists
- Appendix B: Performance Bond
- Appendix C: List of Surety Companies Licensed To Do Business In Guam
- Appendix D: Major Shareholders Disclosure Affidavit
- Appendix E: Non-collusion Affidavit
- Appendix F: No Gratuities or Kickbacks Affidavit
- Appendix G: Ethical Standards Affidavit
- Appendix H: Declaration of Compliance with Iran Sanction Act (ISA) Affidavit
- Appendix I: Bid Bond Form and Instructions
- Appendix J: Local Procurement Preference Application
- Qualitative Proposal Worksheet.xls
- Price Proposal

3.1. Technical Proposal Forms

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

3.1.1. Proposal Checklists

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

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

3.1.2. Major Shareholders Disclosure Affidavit

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

3.1.3. Non-collusion Affidavit

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

3.1.4. No Gratuities or Kickbacks Affidavit

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

3.1.5. Ethical Standards Affidavit

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

3.1.6. Compliance with Iran Sanction Act

The BIDDER shall execute an affidavit of *Declaration of Compliance with Iran Sanction Act (ISA)* and submit it under *Appendix H* of the Technical Proposal.

3.1.7. Bid Bond Form

As stated in section 2.14.3, if a BIDDER desires to submit a bid bond with an acceptable bonding company, the BIDDER must submit original copies of Appendix I.

3.1.8. Local Procurement Preference Application

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

3.1.9. Restriction Against Sex Offenders

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

3.2. Qualitative Proposal Workbook

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

3.3. Price Proposal Form

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

4. PROPOSAL SCORING MECHANISM

4.1. Overview

GPA will use the Proposal Scoring Mechanism described in this Section of the Invitation for Bid (IFB) to qualify BIDDERS for the participation in the final bid stage. The Proposal Scoring Mechanism provides the BIDDERS the opportunity to highlight their qualifications to bid in terms of their resources, skills, operating philosophy and commitments to perform specific tasks and originality. The IFB proposal evaluation shall be based on such specifications and based on the relative ranking of each BIDDER's qualifications.

4.2. Qualitative Proposal Evaluation

The qualitative proposal scoring is designed to assess the quality of the BIDDER's resources, skills, comprehensiveness and responses to specific questions or requirements. GPA may elect to have up to five (5) evaluators for this IFB. Each evaluator shall assess and review the Bidder's Technical Proposal documents. Each GPA evaluator shall score each BIDDER separately under a point system to determine the acceptability of each Proposal. The majority of the determinations of GPA evaluators shall prevail in the decision to Qualify or not Qualify a BIDDER for Step 2 — Price Proposal.

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

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

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

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

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

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

- Acceptable
- Potentially Acceptable
- Unacceptable.

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

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

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

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

Table 1. Final Evaluation of Bidder Qualification

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

4.3. Price Proposal Evaluation

GPA will award the Contract to the BIDDER whose proposal yields the lowest overall CONTRACT price for the contract base year period.

5. CONDITIONS OF CONTRACT**5.1. Definitions**

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

5.2. Accounting

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

5.3. Documentation

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

5.4. Language and Trade Terms

All communications, documents, and execution of services hereunder, unless otherwise designated, shall be in the English language. INCOTERMS (International Rules for the Interpretation of Trade Terms) published by the International Chamber of Commerce in 1980 and any subsequent revisions thereto shall govern interpretation of trade terms in the Contract Documents

5.5. Release of Information

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

5.6. Limitations of Clause

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

Invitation For Multi-Step Bid

No. GPA-001-19

BULK SUPPLY OF DIESEL FUEL OIL NO. 2



Volume II

CONTRACT

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CONTRACT

CONTRACTOR

GUAM POWER AUTHORITY

2018

MSB No.: GPA-001-19

BULK SUPPLY OF DIESEL FUEL OIL NO. 2

FORMAL CONTRACT

This Agreement and Formal Contract (“Contract”), is made and entered into on the ____ day of _____, 2019 by and between:

_____, hereinafter referred to as CONTRACTOR, duly organized, licensed, registered and qualified to do business in Guam with its principal address at

- and -

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

RECITALS

WHEREAS, GPA desires to maintain Bulk Supply of Diesel Fuel Oil No. 2 for uninterrupted supply to the GPA Power Plants;

WHEREAS, GPA seeks to procure a new Contractor for the Bulk Supply of Diesel Fuel Oil No. 2; and

WHEREAS, the Consolidated Commission on Utilities has determined that the (CONTRACTOR) is a preferred option for GPA to provide Bulk Supply of Diesel Fuel Oil No. 2 requirements for the Authority;

WHEREAS, the Guam Public Utilities Commission has, through stipulation, ordered GPA to proceed with the procurement of a CONTRACTOR for the Bulk Supply of Diesel Fuel Oil No. 2;

WHEREAS, GPA has issued an Invitation for Multi-Step Bid for the Bulk Supply of Diesel Fuel Oil No. 2 under MSB GPA-001-19; and

WHEREAS, CONTRACTOR submitted a bid in response to the Invitation for Bid for the Bulk Supply of Diesel Fuel Oil No. 2;

WHEREAS, GPA, upon evaluation of the submitted bid proposals, determined that CONTRACTOR is the lowest responsive and responsible bidder;

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

SECTION 1. DEFINITIONS

- “Fuel oil”** means a liquid hydrocarbon product satisfying the specifications in Schedule A
- “\$”** The term “\$” refers to currency in U.S. dollars.
- “ASTM”** The term “ASTM” shall mean the American Society for Testing and Materials.
- “API”** The term “API” shall mean the American Petroleum Institute.

- “Gallon”** shall mean a U.S. standard gallon of 231 cubic inches at sixty degrees Fahrenheit.
- “Barrel”** The term "Barrel" means a volume equivalent to 42 U.S. gallons.
- “Contract”** The term "Contract" means the Contract for the Bulk Supply of Diesel Fuel Oil No.2 executed as a result of this IFB.
- “Contract Agreement (Agreement)”** The written agreement between GPA and CONTRACTOR covering the Bulk Supply of Diesel Fuel Oil No.2 any other Contract Documents either attached to the Agreement or made a part thereof by reference therein.
- “Contract Documents”** The Contract Agreement, Bonds (where required), these General Conditions, any Supplementary Conditions, the Specifications, and any other documents specifically identified in the Contract Agreement, together with all Modifications issued after execution of the Contract Agreement.
- “Contracting Officer”** The term "Contracting Officer" as used herein means the General Manager of the Guam Power Authority and shall include his authorized representatives.
- “CONTRACTOR”** The term "CONTRACTOR" as used herein means the party or parties who or which shall have duly entered into a contract with the Guam Power Authority to perform the work herein contemplated or his or their authorized assignee.
- “Day”** A calendar day of twenty-four (24) hours measured from midnight to the next midnight.
- “Delivery Time”** The total number of days or the dates stated in the Agreement for furnishing the product.
- “General Manager”** The General Manager is the Chief Executive Officer of the Guam Power Authority. The office and title of General Manager shall apply to any

person acting in a regular or in an acting capacity as the Chief Executive Officer of the Guam Power Authority.

“Notice” The term "Notice" as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The CONTRACTOR must provide and maintain a post office address within Guam and file the same with the Contracting Officer.

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

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

“Seller” The CONTRACTOR.

“Territory” The Territory of Guam.

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

“Platt’s Asia-Pacific/ Arab Gulf Marketscan” refers to the source document for the fuel Contract pricing.

“D.E.S.” means Delivered Ex- Ship.

“Receiving facility” means any wharf, dock, jetty, pier, quay, sea terminal, buoy, lighter, barge, vessel, or other suitable apparatus capable of receiving fuel oil in bulk.

SECTION 2. FUEL OIL TO BE SUPPLIED

CONTRACTOR agrees to furnish and **GPA** agrees to accept and pay for all of **GPA's** diesel fuel oil requirements for power generating plants in Guam for the term of the Contract.

Fuel Oil to be supplied to **GPA** shall conform to the product quality requirements specified in Schedule A and shall come from sources not sanctioned by the United States government.

The **estimated** total fuel oil requirement is as follows:

ULSD Bulk Supply	Estimated Annual Requirement (Barrels per Year)
First (1 st) Year	50,000 - 100,000
Second (2 nd) Year	100,000 – 200,000

The first delivery of fuel oil pursuant to the Contract is anticipated to be on or about **February 01, 2019**.

SECTION 3. CONTRACT TERM

The Contract Term shall be for TWO (2) years and shall commence on or about after 0:00 hour on **February 01, 2019**, and shall continue until midnight of **January 31, 2021 with options to extend for additional THREE (3) years, renewable annually, with mutual agreement of both parties.**

SECTION 4. CONTRACT PRICE

The total contract price in U.S. Dollars per barrel for all Diesel Fuel Oil No.2 delivered D.E.S. Guam (discharge port) to **GPA** shall be inclusive of all costs and liabilities incurred prior to delivery at discharge port, Cabras Island, Guam.

DES (Delivered Ex- Ship) PROVISIONS:

Under this term, the **CONTRACTOR** quotes a price including the cost of the goods, the marine insurance, and all transportation charges to the designated point of destination (**GPA**). Under this quotation, the **CONTRACTOR** must:

- (1) provide and pay for transportation to named point of destination (**GPA**);
- (2) pay applicable taxes or charges levied on the cargo outside Guam;
- (3) provide and pay for marine insurance;
- (4) provide war risk insurance;
- (5) obtain and dispatch promptly to **GPA**, or its agent, copies from the original document of a clean bill of lading, and also insurance policy or negotiable insurance certificate;
- (6) provide **GPA** with copies from the original document of certificates of origin, or any documents issued in the country of origin, or of shipment, or both, which **GPA** may require for importation of goods and, where necessary, for their passage in transit into another country.
- (7) where received-for-shipment ocean bill of lading may be tendered, be responsible for any loss or damage, or both, and other charges until the goods have been delivered into the custody of the ocean carrier to **GPA**;
- (8) where on-board ocean bill of lading is required, be responsible for any loss or damage, or both, and other charges until the goods have been delivered on board the vessel to **GPA**;

The **CONTRACT PRICE** shall be the **BID PRICE OFFER** calculated as the **BID REFERENCE PRICE** plus the Contractor's **FIXED SERVICE FEE** in U.S. dollars per barrel for all fuel oil delivered to **GPA** at the Port of Guam.

BID REFERENCE PRICE:

The **BID REFERENCE PRICE** shall be based on the Platt's Singapore Products Assessment for Fuel Oil Cargoes "Gasoil 10 ppm" for July 02, 2018.

Reference date: July 02, 2018

	<u>Low (\$/bbl)</u>	<u>High (\$/bbl)</u>
Gasoil 10 ppm	\$88.12	\$88.16

The following is a sample calculation of the mean price for “Gasoil 10 ppm” published in the **Platt’s Marketscan, Singapore Products Assessments** for Fuel Oil Cargoes for July 02, 2018.

Mean Singapore Spot = Low + High Price Assessments:

$$= \frac{\$88.12 + \$88.16 \text{ per barrel}}{2}$$

$$= \$88.140 \text{ per barrel}$$

BID REFERENCE PRICE = \$88.140 per barrel

BID PRICE OFFER (D.E.S. Ex-Ship Guam):

Bulk Supply of Diesel Fuel Oil No.2	TWO (2)-YEAR CONTRACT BASE PERIOD US\$/BBL (3 decimals)		THREE (3) YEAR CONTRACT EXTENSION OPTION US\$/BBL (3 decimals)		
	First (1 st) Year Base Period	Second (2 nd) Year Base Period	First (1 st) Year Extension	Second (2 nd) Year Extension	Third (3 rd) Year Extension
	Bid Price	\$	\$	\$	\$
<u>Bid Reference Price</u>	<u>\$88.140</u>	<u>\$88.140</u>	<u>\$88.140</u>	<u>\$88.140</u>	<u>\$88.140</u>
Fixed Premium Fee	\$	\$	\$	\$	\$

SECTION 5. INVOICE PRICE DETERMINATION

Price shall be based on the arithmetic average of the mean of the high/low quotations for “Gasoil 10 ppm” as published in Platts Asia Pacific/Arab Gulf Marketscan under the heading “FOB Singapore” priced for five (5) valid consecutive quotations immediately prior to B/L date and five (5) immediately after the B/L date plus the FIXED SERVICE FEE.

In case of “No Posting” on the B/L date, no price will be used and the remaining 10-days average will be used. All price postings are at the prices effective dates.

Sample Calculation:

B/L date = July 02, 2018

Marketscan Postings, Gasoil 10 ppm (\$/bbl)

	<u>Date</u>		<u>Low</u>	<u>High</u>	<u>Avg</u>
5	Jun 25, 2018	(Tue)	\$85.93	\$85.97	\$85.950
4	Jun 26, 2018	(Tue)	\$85.47	\$85.51	\$85.490
3	Jun 27, 2018	(Wed)	\$86.53	\$86.57	\$86.550
2	Jun 28, 2018	(Thu)	\$87.67	\$87.71	\$87.690
1	Jun 29, 2018	(Fri)	\$88.02	\$88.06	\$88.040
B/L	Jul 02, 2018	(Mon)	\$88.12	\$88.16	\$88.140
1	Jul 03, 2018	(Tue)	\$87.19	\$87.23	\$87.210
2	Jul 04, 2018	(Wed)	\$87.81	\$87.85	\$87.830
3	Jul 05, 2018	(Thu)	\$88.08	\$88.12	\$88.100
4	Jul 06, 2018	(Fri)	\$88.26	\$88.30	\$88.280
5	Jul 09, 2018	(Mon)	\$88.64	\$88.68	\$88.660

Mean Arithmetic Average (\$/bbl) = \$87.449

Invoice Reference Price: \$87.449/bbl

Sample Fixed Service Fee: \$8.000/bbl

Invoice Price Calculation = Invoice Reference Price + Fixed Service Fee = \$95.449/bbl

For invoice calculation purposes, quantity shall be reported in barrels at standard sixty degrees Fahrenheit (60°F) as declared in the Bill of Lading.

SECTION 6. TITLE, CUSTODY AND RISK OF LOSS

Title to the fuel oil and custody thereof shall pass from **CONTRACTOR** to **GPA** when the fuel oil has passed the vessel's permanent flange hose connection at the discharge port.

SECTION 7. TERMS OF PAYMENT

Payment shall be made in U.S. Dollars Funds without off-set, deduction, or counter-claim within THIRTY (30) calendar days (30-days net term) after the Bill of Lading date provided vessel tenders its NOR within TWELVE (12) days after the B/L date, otherwise it extends day by day (B/L date inclusive). In case payment due date falls on a Bank holiday or Saturday in Guam, payment shall be made immediately preceding banking day. However, should payment due falls on Sunday or Monday bank holiday in Guam, payment shall be made on the immediately following banking day.

Payment shall be available at Seller's account on Maturity Date. If Buyer fails to pay on the maturity date, Seller shall be reimbursed for the interests related to the time of delay. Interest Rate shall be calculated based on the one month London Interbank Offered Rate (LIBOR) for US Dollar Deposits offered by Bloomberg Publication at 11:00 A.M. London Time, as quoted on page BBAM in effect on the date buyer's payment was due, plus one and one-half percent (1.5%) per annum.

In the event that a duly executed Documentary Letter of Credit (L/C) is amended or cancelled due to error or adjustments caused by the **CONTRACTOR**, the **CONTRACTOR** shall reimburse **GPA** for any penalties for the amendment or cancellation of the LC.

The **CONTRACTOR** shall endeavor to assist **GPA** to revise the payment due dates if requested by **GPA** accordingly. **GPA** has the right to request for revision of the payment due dates and Contractor has the right to reject it at its sole discretion.

CONTRACTOR may provide **GPA** a Line of Credit, but it is not a requirement in the contract. If the amount due under this contract exceeds the **GPA**'s credit line of:

(Amount in Words _____) (US\$ _____),

available at **CONTRACTOR** system, then as a loading condition, for the amount not covered under the credit line, **GPA** shall:

- (i) Make advance payment not later than one day before the cargo is loaded;
OR
- (ii) Open a **DOCUMENTARY LETTER OF CREDIT (L/C)** at a first class international bank mutually agreeable to both **GPA** and the **CONTRACTOR**

SECTION 8. PAYMENT OF TAXES AND OTHER GOVERNMENT CHARGES

All fuels under the terms of this Contract are exempt from the Government of Guam Liquid Fuel Tax and the Government of Guam Gross Receipts Tax as provided by 12 G.C.A., Section 8115.

CONTRACTOR shall be responsible for filing appropriate tax returns or other filings and requesting rebates, credits, drawbacks or exemptions.

In the event any liquid fuel tax or gross receipts tax or other tax including, but not limited to, excise tax, duty, toll, fee, charge for other exaction or the amount equivalent thereto, and any increase thereof, now or hereafter imposed, levied or assessed by the United States Government, the Government of Guam, the Port Authority of Guam, or other instrumentality or agency thereof in connection with and as a result of the sale of fuel oil herein provided for is collectible or payable by **CONTRACTOR**, (except taxes, penalties, fees or other charges that may be imposed on **CONTRACTOR** because of **CONTRACTOR**'s failure to make proper tax filings including requests for credits, exemptions, drawbacks or rebates) it shall be paid by **GPA** as part of the fuel price set forth herein, on demand by **CONTRACTOR**. Any such payment shall be in addition to the price otherwise herein provided for.

Notwithstanding these provisions, should the payment of any such charges described in this section be unduly burdensome to **GPA**, it shall be grounds for renegotiation for an equitable adjustment in price.

CONTRACTOR shall be solely responsible for filings and payment of income tax or taxes measured on net income.

SECTION 9. WARRANTY AND CLAIMS

CONTRACTOR warrants that the fuel oil shall meet the specification prescribed herein under Schedule A, and other pertinent sections. If the fuel oil fails to meet the specifications herein, **CONTRACTOR** shall be liable for any direct damages resulting therefrom.

CONTRACTOR shall be solely responsible for any damages caused by the **CONTRACTOR** or its agents during the process of oil shipment and delivery.

Claims against the **CONTRACTOR** for direct costs incurred on account of their negligent actions shall be given in writing together with all supporting documents, invoices and correspondence by **GPA** within thirty days (30) from date of delivery of fuel oil as specified in Section 4.

SECTION 10. PRODUCT AND QUALITY

The fuel oil delivered hereunder shall have the physical and chemical characteristics as described in Schedule A.

The Authority reserves the right to require the supplier to add and to conduct additional tests as may be required.

SECTION 11. QUANTITY AND QUALITY ASSURANCE

(a) Inspection of fuel oil cargo loading and discharge to determine quantity and quality shall be witnessed and or conducted by the appointed third party independent Inspector mutually acceptable to **GPA** and the **CONTRACTOR**. Such independent inspector shall also perform or witness the required sampling, gauging, and inspection of vessel and shore tanks before and after loading at load port as well as discharge port, Guam. Final determination shall be based on the discharge port findings. All quantity calculations and correction to volume at sixty (60) degree (Fahrenheit) shall be in accordance with the ASTM-IP Petroleum Measurement Tables, Table 6- the latest edition published shall be applicable. All costs and charges for the inspections for the load port shall be borne by the **CONTRACTOR**, and costs at the discharge port shall be equally shared by **GPA** and the **CONTRACTOR**.

(b) Load port samples from each individual shore loading tanks shall be sampled by the independent inspector who shall perform or witness the required tests for quality certification prior to loading. Shore tank composite from each individual shore loading tanks shall be separately tested and the quality must conform to the specifications under Schedule A of the contract. Vessel's composite samples from all vessel's cargo compartments shall also be obtained by the inspector for the consignee, **GPA**, in care of the ship's master. All Samples shall be equally divided into THREE (3) parts, sealed, properly identified, and designated with the required "Chain of Custody of Samples" documentations.

(c) The quality of the cargo to be delivered shall be determined by an independent inspector mutually acceptable to GPA and the **CONTRACTOR** and is to be based on the ship composite samples taken at the port of discharge in such a manner as to secure samples which are representative of the entire cargo delivery. Discharge tanks samples and ship's composite samples shall be divided into THREE (3) parts. One part shall be for **CONTRACTOR** and TWO (2) parts

shall be for **GPA**, and **GPA** shall utilize one sample for recertification and reserve the other sample as a retained referee sample. All discharge port samples shall be presented by the inspector for **GPA** in care of the Master of the ship. All samples shall be retained for not less than ONE HUNDRED TWENTY (120) days after delivery. In the event of dispute as to quality, analysis of the samples taken at the discharge port shall be made by an independent inspector, which analysis shall be final and binding upon both parties.

GPA reserves the right to reject any or all deliveries that fail to conform to the quality requirements specified in Schedule A.

GPA has the right to reject any cargo outside the specifications limits, as these are agreed in the context of this contract. In this respect, the quality analysis certificate together with the other shipping documents (B/L, certificate of origin, cargo manifest, certificate of origin, certificate of quantity with shore tank measurement report, certificate of quantity, etc) must be transmitted by fax or e-mail to GPA upon completion of loading.

Original/copy of the quality analysis certificates and ship's "certificate of cleanliness" issued before loading to be handed over with the other shipping documents (B/L, Certificate of Origin, Cargo Manifest, Certificate of Quality, Certificate of Quantity with shore tank measurement report, etc.) upon arrival of vessel at discharge port.

It is understood that any delay as may be incurred in discharge due to unavailability of copy of the Bill of Lading will be for **CONTRACTOR's** account. Furthermore, the correct documentation in original format is required in order to establish to the full satisfaction of GPA.

SECTION 12. QUANTITY DETERMINATION

Quantity determination shall be performed by a third party independent inspector mutually acceptable to **GPA** and the **CONTRACTOR**. Quantity shall be based from the load port shore tanks gauges as to be reflected as Bill of Lading quantity NET barrels at sixty degrees Fahrenheit (60 °F). The Certificate of Quantity shall separately use the density from each individual shore loading tanks. All quantities shall be corrected to volume at sixty degrees Fahrenheit (60 °F) in accordance with the ASTM-IP Petroleum Measurement Table, Table 6B, the latest edition published shall be applicable. A copy of the load port shore tank measurements shall be included as supplemental documents.

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

In the event of the variances between the B/L quantity and the discharge port (shore tanks) receipts, The **AUTHORITY** shall pay (absorb) a quantity shortfall up to ONE FOURTH PERCENT (0.25 %) of the barrel established quantity; shortages beyond the 0.25% shall be covered by the **CONTRACTOR**.

SECTION 13. SECURITY OF SUPPLY

For security of supply, **CONTRACTOR** reserves the right to supply fuel oil meeting **GPA** specifications from any source. In the event that supplies are taken from such other places, then the price to Guam will remain the same as established in Section 4 above.

SECTION 14. GOVERNMENT LAWS AND REGULATIONS

(a) If at any time during the term of the Contract the Government of the United States or the Territory of Guam enacts laws or issues regulations which would prevent **GPA** from burning the type of fuel oil to be supplied hereunder, **GPA** shall use its best efforts to obtain an exemption. In the event **GPA** cannot obtain an exemption from such laws and regulations, **CONTRACTOR** shall use his best efforts to furnish **GPA** substitute fuel oil which complies with such governmental laws and regulations at the same price set out herein, or if unreasonable, at a price to be renegotiated by the parties. If the substitute fuel oil causes an increase or decrease in **CONTRACTOR**'s cost of performance of the Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of **CONTRACTOR** for adjustment under this section must be asserted in writing within thirty (30) days from date of receipt by **CONTRACTOR** of the notification of substitute fuel oil in compliance with Government laws, rules and regulations. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes". However, nothing in this clause shall excuse the **CONTRACTOR** from proceeding with the Contract fuel oil specifications as changed in order to comply with Government laws, rules and regulations. Only in the event that the parties cannot mutually agree upon the price at which **CONTRACTOR** is to furnish such substitute fuel oil, and **CONTRACTOR** refuses to provide such substitute fuel oil at the Contract price set out herein shall **GPA** then have the option of purchasing from other sources fuel oil at a lower price

than that offered by **CONTRACTOR** in such negotiations which complies with such laws and regulations, but in any event, the **CONTRACTOR** shall have no recourse, other than those specified herein.

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

SECTION 15. PERMITS AND RESPONSIBILITIES

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

SECTION 16. FORCE MAJEURE

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

- (a) War, etc. War, hostilities, acts of public enemy or belligerents, sabotage, blockade, revolution, insurrection, riot or disorder;
- (b) Restraints. Arrest or restraint of princes, rulers or peoples;
- (c) Confiscation. Expropriation, requisition, confiscation or nationalization;
- (d) Rationing. Embargoes, export or import restrictions or rationing or allocation, whether imposed by law, decree or regulation or by voluntary cooperation of industry at the insistence or request of any governmental authority or person purporting to act therefore;
- (e) Regulations. Interference by restriction or onerous regulations imposed by civil or military authorities, whether legal or de facto and whether purporting to act under some constitution, decree, law or otherwise;
- (f) Acts of God. Acts of God, fire, frost or ice, earthquake, storm, lightning, tide, tidal wave, or peril of the sea, accident of navigation or breakdown or injury of vessels;

- (g) Loss for Tankers. Loss of tanker tonnage due to sinking by belligerents or to governmental taking whether or not by formal requisition;
- (h) Accidents. Accidents to or adjuncts of shipping navigation;
- (i) Strikes. Epidemics, quarantine, strikes or combination of workmen, lockouts, or other labor disturbances;
- (j) Explosions. Explosion, accidents by fire or otherwise to wells, pipes, storage facilities, refineries, installations, machinery;
- (k) Taking by Government. Unavailability of fuel because of the election of the government of the country of its origin to take royalty product in kind;
- (l) Other Events. Any event, matter or thing wherever occurring and whether or not of the same class or kind as those set forth, which shall not be reasonably within the control and without the fault or negligence of the party affected thereby.

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

SECTION 17. NOTICE TO OTHER PARTY

Either party whose obligations may be affected by any of the forces or causes set out in Section 16, supra, shall promptly notify the other party in writing, giving full particulars thereof as soon as possible after the occurrence of such force or cause. Such party shall exercise due diligence to remove such cause with all reasonable dispatch and to resume performance at the earliest practicable time.

SECTION 18. PAYMENT REQUIRED

Notwithstanding the provisions of Section 16, supra, **GPA** shall not be relieved of any obligation to make payments for any fuel delivered to Guam dock/**GPA** tanks hereunder; however, during the

force majeure condition the obligation shall be suspended, except for fuel oil deliveries made prior to the force majeure condition.

SECTION 19. PRORATION OR EQUITABLE ALLOCATION

If any of the events enumerated in Section 16, supra, have occurred, **CONTRACTOR** shall prorate or otherwise allocate in a fair and equitable manner among its customers, including **GPA**, the supplies of fuel oil **CONTRACTOR** has available for delivery at the time of the occurrence or for the duration of such event taking into account **GPA**'s unique situation as Guam's total dependence on fuel oil. **CONTRACTOR** shall also seek an alternative source of fuel oil to fulfill its contractual obligations.

SECTION 20. ALTERNATE SUPPLY

In the event **CONTRACTOR** is unable to fulfill its obligations under this Contract as a result of Section 16, supra, **GPA** may at its sole discretion seek an alternative source of fuel oil so long as such condition shall exist.

In the event **CONTRACTOR** is unable to fulfill its obligations under this Contract as a result of any negligence on the part of the Contractor, **GPA** may at its sole discretion seek an alternative source of fuel oil so long as such condition of negligence shall exist. If the cost of fuel during such period of negligence shall exceed the Contract price as provided in Section 4, the **CONTRACTOR** shall be liable to **GPA** for the difference, which may be taken from the Performance Bond.

SECTION 21. RESUMPTION OF PERFORMANCE

If **CONTRACTOR** is prevented from delivering or **GPA** is prevented from receiving all or any fuel to be sold under the Contract for the reasons which fall within the provisions of Section 16, supra, then the party so prevented shall, as to the remainder of the fuel not affected thereby, promptly resume performance of the Contract. No curtailment or suspension of deliveries or payment under the causes listed in Section 16, supra, shall operate to extend the term of or terminate the Contract unless the occurrence of force majeure will materially impair, for an indefinite period of time, the parties' ability to perform the Contract.

SECTION 22. GOVERNING LAW AND DISPUTES

This CONTRACT shall in all respects be governed by the Laws of Guam. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded.

This CONTRACT shall not be construed to confer any benefit on any person not being a party to this Contract nor shall it provide any rights to such person to enforce any of its provisions. The provisions of the English Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

In the event of any controversies, dispute or difference of any nature (a "Dispute") between the parties arising from or in connection with this Contract, either party may give notice to the other in writing of the existence of such dispute specifying its nature and the points at issue. If the dispute shall not have been amicably resolved within thirty (30) days from the date of the said notice, then the same shall be exclusively and definitely resolved through final and binding arbitration in New York, by the AMERICAN ARBITRATION ASSOCIATION ('AAA'), in accordance with the rules of arbitration of such institution in effect as of the date the existence of the controversy is notified by one of the parties. The arbitration shall be conducted by three arbitrators, unless all parties to the dispute agree to a sole arbitrator within thirty (30) days after the filing of the arbitration. Each party to the dispute shall appoint one arbitrator within thirty (30) days of the filing of the arbitration, and the two arbitrators so appointed shall select the presiding arbitrator within thirty (30) days after the latter of the two arbitrators have been appointed by the parties to the dispute. If a party to the dispute fails to appoint its party-appointed arbitrators or if the two party-appointed arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time period, then LCIA shall appoint the remainder of the three arbitrators. The arbitration proceedings shall be conducted in English and the arbitrator(s) shall be fluent in the English language. The award of the arbitral tribunal shall be final and binding. Judgment on the award of the arbitral tribunal may be entered and enforced in any court having jurisdiction thereof. The cost of the arbitration proceedings, including attorneys' fees, shall be borne in the manner determined by the arbitral tribunal. Any right to appeal or challenge any arbitral decision or award is hereby waived. The parties may seek a preliminary injunction or other preliminary judicial relief, if in its judgment such action is necessary to avoid irreparable damage. It is expressly agreed that indirect, special, punitive and consequential damages shall not be awarded.

SECTION 23. CONTRACTOR'S INSURANCE

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

SECTION 24. INDEMNITY

CONTRACTOR shall indemnify and hold **GPA** harmless from all damages to persons or property or to receiving facilities and delivery facilities, regardless of ownership, including the cost of enforcement of the indemnity, actually and proximately caused by **CONTRACTOR** or its agents in making deliveries hereunder. **CONTRACTOR** shall be responsible for cleaning up any oil spillage caused by it or its agent or **CONTRACTORS** during the process of oil delivery. **CONTRACTOR** shall carry at all times appropriate levels of insurance as determined by **GPA** to cover any such damage. The **CONTRACTOR** shall ensure that any vessel owned or chartered by the Contractor for deliveries under this agreement shall meet the requirements of the U.S. Oil Pollution Act of 1990 (OPA 90).

SECTION 25. TRANSPORTATION

The Authority shall nominate and advise the **CONTRACTOR** of the 10-day delivery date range not later than 30 days before the 1st calendar day of the delivery date range. The **AUTHORITY** and **CONTRACTOR** shall mutually agree to narrow down to a 5-day delivery date range 21 days prior to the 1st day of the 5-day delivery date range.

(a) **CONTRACTOR** shall arrange for the transportation of the fuel oil from loading port to the Guam dock, and give **GPA** at least FIFTEEN (15) days prior notice of the approximate arrival date of each tanker.

All risk of loss, cost and liabilities prior to the time of passage of title of the fuel oil to shall be on the **CONTRACTOR**. **CONTRACTOR** or its agents shall further arrange for the use of pier receiving facilities' Manager (Tristar), U.S. Coast Guard, U.S. Custom and Immigration

inspections, Guam Commercial Port authorities, Guam tug services, Port Stevedores services, and others as necessary for the safe berthing of fuel tankers.

GPA shall exercise due diligence and make its best effort to assist the **CONTRACTOR** in arranging for safe berthing facilities to accommodate vessels at the F-1 dock with the following information:

Maximum LOA	237 meters
Maximum breadth	45 meters
Maximum vessel draft alongside	14.8 meters
Maximum displacement	120,000 tonnes

GPA shall provide the **CONTRACTOR** an estimated total cargo quantity to be delivered approximately THIRTY (30) days from estimated 10-day delivery date range.

GPA shall provide notification to the **CONTRACTOR** as to the final split cargo delivery quantity approximately TWENTY-ONE (21) days prior to the first (1st) day of the estimated 5-day delivery date range which will also be specified in this final notice. **GPA estimates** a single delivery requirement in the range of FORTY THOUSAND TO ONE HUNDRED THOUSAND BARRELS (40,000 -100,000 bbls).

For each delivery **CONTRACTOR** will have an operational tolerance of ~~five~~ ONE-FOURTH PERCENT (0.25%) on the cargo size, as well as the obligation to deliver the shipment within defined delivery date range, as has been notified by **GPA**.

GPA shall have the right to cancel or change the previously notified cargo size and/or delivery date within twenty-one (21) calendar days prior to the first day of the delivery range without penalty.

(b) Tanker nomination procedures:

The **AUTHORITY** shall advise the contractor of projected "tankers' schedule and quantities per slate" THIRTY (30) days before the commencement of the contract, and **CONTRACTOR** agrees to provide all fuel requirements of **GPA** as advised and all succeeding cargo requirements thereafter.

(i) **Vessel Specification:**

All vessels nominated by the **CONTRACTOR** for fuel oil deliveries to **GPA** shall meet Tristar's vessel vetting requirements and be pre-approved by the F-1 dock facility manager (Tristar), having its registered office at:

414 West Soledad Avenue
 GCIC Building, Suite 500P
 Hagatna, Guam 96910
 Tel : (671) 565-2300/ 565-9021
 Fax: (671) 565-3909

The **CONTRACTOR** or its agents shall be responsible in seeking vessel clearance from Tristar. In the event that vessels owned or chartered by the **CONTRACTOR** do not meet the Tristar specification, **CONTRACTOR** shall have the vessel shortfalls corrected or have another vessel nominated and ensure that a suitable vessel is cleared for timely delivery of cargo to **GPA**. The **CONTRACTOR** or its agents shall be responsible for the scheduling and reservation of the dock with Tristar.

The **CONTRACTOR** shall ensure that the vessel assigned to perform the voyage should be rid of any slop before reaching the designated port and have adequate slops – storage capacity to ensure that unloading of any slops is avoided.

(c) Ship Lay time and Demurrage:

Ship lay time of thirty-six (36) hours at the discharge port shall commence six (6) hours after the tender of Notice of Readiness (NOR) or when the vessel berths whichever occurs first, and to cease upon last cargo hoses disconnection. Official NOR shall be tendered/ re-tendered after completion of inspection and clearance for conducting cargo discharging operations is granted by the Port Authorities.

However, if the vessel arrives before the first day of the agreed arrival date range, lay time shall not commence until 06:00 AM on the first day of the agreed arrival date range or the time discharge commences whichever is earlier. If the vessel arrives after the last day of the agreed arrival date range lay time shall commence at the time discharge commences.

If regulations of the Port Authorities prohibit the discharge of cargo at night, the time so lost shall not count as used lay time.

(i) Ship Demurrage:

If lay time allowed is exceeded, GPA shall be liable to pay the **CONTRACTOR** for applicable demurrage. However, any delay due to vessel inspection and clearance by Local and Federal Authorities, breakdown of the vessel's equipment, or failure by vessel to comply with the requirements of the discharge port with respect to equipment aboard, shall not be counted in the lay time used for calculating demurrage. Waiting period for berthing, port formalities, product sampling and testing for quality conformance shall be deducted in the lay time calculation.

The vessel must be able to attain a minimum discharge rate of six thousand barrels per hour (6,000 bbls/hr) or a discharge pressure of up to one hundred (100) psi measured at the F-1 Dock manifold. Time lost for slow discharging shall be deducted from the lay time used for calculating demurrage.

Demurrage cost if payable by **GPA** shall be at the single voyage demurrage rate specified in the single voyage Charter Party of the vessel loading the cargo in question and the **CONTRACTOR** shall furnish **GPA** with a copy of such Charter Party. Such charges must be submitted to **GPA** within 90 days after Bill of Lading date.

CONTRACTOR's and **GPA**'s rights and duties under Section 24 and Section 25 do not supersede or control the provisions of Section 16 Force Majeure.

(d) **Dock Use Lay time Charges:**

Dock lay time of thirty-six (36) hours at the discharge port, to commence upon commencement of cargo discharging, and to cease upon last cargo hose disconnection. Dock lay time charges in excess of the first thirty-six (36) hours are paid by GPA to the dock facility manager, Tristar.

In the event that the allowable lay time of thirty-six (36) hours is exceeded due to delays caused by the vessel, the Contractor shall reimburse GPA for any charges in excess of the allowable lay time. Calculation for reimbursement shall be based on the Letter of Protest issued to the Vessel's Officer converted to time units multiplied by the dock excess lay time charge and dock operator overtime cost.

SECTION 26. COORDINATION – AMMUNITION LOADING

(a) The **CONTRACTOR** is hereby advised and agrees that the unloading of fuel oil is not

permitted during the time that the unloading or loading of ammunition is taking place at the U.S. Navy's ammunition wharf.

(b) Coordination to prevent conflict in unloading between ammunition and fuel oil will be effected jointly by responsible parties representing the U.S. Navy, the Port Authority, **GPA** and the **CONTRACTOR**. Any charges that may result because of demurrage caused by delay in discharge of fuel oil related to ammunition unloading or loading will be borne by the **GPA**, provided that notice of arrival of tanker is given to **GPA** by the **CONTRACTOR** at least FIFTEEN (15) days prior to ETA Guam. In absence of such notice any delay costs shall be borne solely by the **CONTRACTOR**.

SECTION 27. FAILURE TO SUPPLY

If the **CONTRACTOR** refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure the timely delivery of fuel oil supply or commits any other substantial breach of this Contract, **GPA** may notify the **CONTRACTOR** in writing of the delay or non-performance and if not cured within THIRTY (30) days of the date of notification, **GPA** may terminate the Contract in whole or such part of the Contract as to which there has been a delay or a failure to properly perform. In the event of termination in whole or in part, **GPA** reserves the right to procure fuel oil supply from another source immediately upon issuance of such notification or whenever it deems appropriate.

SECTION 28. FAILURE TO PAY

Failure to pay an invoice and any late penalties, if any, within a period of THIRTY (30) days from the due date of such invoice, shall be a default and should such a default not be cured within THIRTY (30) days of default, **CONTRACTOR** may, at its option, do either of the following:

- (a) Terminate the Contract forthwith or forthwith suspend delivery under the contract until further notice, on notifying GPA orally or by notice in writing; or
- (b) Continue to supply fuel oil and bring suit in the Superior Court of Guam for amounts past due and as they become due.

SECTION 29. FAILURE TO COMPLY WITH LAWS

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

SECTION 30. PENALTY CLAUSES

(a) Late Deliveries

- (1) In case of five (5) delayed deliveries beyond the last day of the stipulated delivery date range on the discharge port, after the stipulated delivery date as set out in the nomination procedure, **GPA** reserves the right to terminate the present contract by his written notification, without obligation to indemnify the **CONTRACTOR**.
- (2) **CONTRACTOR** accepts to pay **GPA** for every delayed delivery beyond the last day of the five (5) days stipulated delivery date range as set out in the nomination procedure, a penalty equivalent to:
 - \$0.10/bbl multiplied by the Bill of Lading quantity for every day of delay if delivery is less than five days late.
 - \$0.20/bbl multiplied by the Bill of Lading quantity for every day of delay if delivery is more than five days late.

In case of delay due to **GPA**'s fault or Force Majeure, the time of delivery shall be correspondingly extended, the **CONTRACTOR** waiving any respective claim against **GPA**.

(b) Quality Outside Contractual Specifications

In the event that any fuel, according to the analysis results of either the composite vessel sample or the "Umpire" sample has one or more quality characteristics outside the contractual specifications set in Schedule A, then in addition to any other rights or remedies available to the **GPA** under this contract a penalty will be imposed according to the following:

- (1) If the bottom sediment and water exceeds the specification limit, then a price reduction shall be made for all water and non-petroleum sediment in excess of maximums specified in Schedule A multiplied by the Bill of Lading Quantity.
- (2) If the heating value is less than the specification limit, then there will be a price reduction calculated as the ratio of the Out-of- Specification heating value and the Guaranteed Heating Value specified in Schedule A, multiplied by the Bill of Lading Quantity.

If any other quality parameter (besides the ones stated in) exceeds the specifications' limits, then a penalty will be agreed between **GPA** and **CONTRACTOR**.

It is expressly agreed that the present penalty clauses shall be imposed regardless of whether damages were or not suffered by the **GPA** due to the delay in delivering the fuel and fuel quality outside contractual specifications, and that the **GPA** reserves the right to claim cumulatively both the amount of the penalty clauses and indemnification for every direct damage suffered by him due to **CONTRACTOR** non-contractual actions or omissions. If during the period of this contract the **GPA** is forced to purchase fuel oil in order to maintain the **GPA**'s Power Stations on full commercial load as a result of failure on the part of the **CONTRACTOR** to deliver fuel oil in accordance with the terms of this contract (save for events of Force Majeure) any additional cost borne by the **GPA** over and above the price provided for in this Contract will be liable to be refunded to the **GPA** either by payment from the **CONTRACTOR** or by way of reduction from his debts to the **CONTRACTOR** or from the Good Performance Bond of the Contract, or partially from both.

GPA reserves the right to retain the amount of the penalty clauses from his debts to the **CONTRACTOR** or from the Good Performance Bond of the Contract, or partially from both.

SECTION 31. DEFAULT

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

In the event of partial termination or suspension under this provision, GPA reserves the right to procure fuel supply from another source upon notification to CONTRACTOR either by e-mail or in writing. Fuel to be procured shall be at the prevailing market price at the time of partial termination or suspension.

The CONTRACTOR shall be liable for the difference between the contract price and the prevailing market price at the time of termination.”

SECTION 32. ATTORNEYS FEES

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

SECTION 33. TERMINATION FOR CONVENIENCE

(a) Termination.

The delivery of fuel oil supply under this Contract may be terminated by **GPA** in accordance with this clause in whole, or from time to time in part.

Any such termination shall be effected by delivery to the **CONTRACTOR** of a written Notice of Termination specifying the extent to which supply of fuel oil under the Contract is terminated, and the Contract shall be terminated effective ONE HUNDRED TWENTY (120) days after receipt of notice by **CONTRACTOR**.

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

(b) CONTRACTOR's Obligations.

The **CONTRACTOR** shall incur no further obligations in connection with the terminated fuel oil supply delivery and on the date set in the Notice of Termination the **CONTRACTOR** will stop delivery of fuel oil to the extent specified. The **CONTRACTOR** shall also terminate outstanding orders and Contracts, if any, as they relate to the terminated Contract for fuel oil supply. The **CONTRACTOR** shall settle the liabilities and claims arising out of the termination of orders and Contracts, if any, connected with the terminated fuel oil supply delivery. **GPA** may direct the **CONTRACTOR** to assign the Contractor's right, title and interest under the terminated orders or

Contracts to **GPA**. The **CONTRACTOR** must still deliver fuel oil supply not terminated by the Notice of Termination and may incur obligations as are necessary to do so.

(c) **Right to Supplies.**

GPA may require the **CONTRACTOR** to transfer title of fuel oil cargo in transit to Guam at the time of receipt by Contractor of **GPA's** Notice of Termination.

(d) **Compensation.**

(1) The **CONTRACTOR** shall submit a termination claim specifying the amounts due because of the termination for convenience. If the **CONTRACTOR** fails to file a termination claim within ONE (1) year from effective date of termination, **GPA** may pay the **CONTRACTOR**, if at all, an amount set in accordance with subparagraph (3) of this paragraph.

(2) **GPA** and the **CONTRACTOR** may agree to a settlement provided the **CONTRACTOR** has filed a termination claim supported by cost or pricing data to the extent required by Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by **GPA**, the proceeds of any sales of supplies and manufacturing materials under the Guam Uniform Commercial Code, and the Contract price of the fuel supply not terminated.

(3) Absent complete agreement under subparagraph (1) of this paragraph, **GPA** may pay the **CONTRACTOR** the following amounts, provided payments agreed to under subparagraph (2) shall not duplicate payments under this subparagraph:

(i) Fuel oil Contract prices for supplies or services accepted under the Contract by **GPA**;

(ii) Costs incurred in preparing to perform and performing the terminated portion of the delivery of fuel oil plus a fair and reasonable profit on such portion of the delivery (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted fuel oil supplies or services; provided, however, that if it appears that the **CONTRACTOR** would have sustained a loss if the entire Contract would have been completed, no profit shall

be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) Costs of settling and paying claims arising out of the termination of Contracts or orders pursuant to paragraph (2) of this clause. These costs must not include costs paid in accordance with subparagraph (3)(ii) of this paragraph;

(iv) The reasonable settlement costs of the **CONTRACTOR** including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract for the termination and settlement of Contracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the **CONTRACTOR** under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the **CONTRACTOR** reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under the Uniform Commercial Code.

SECTION 34. REMEDIES CUMMULATIVE

Each and all remedies available to a party in the event of the other party's failure to comply timely with any or all the terms and conditions of the Contract may be exercised independently or in combination (such rights being nonexclusive one with the other). The remedies set forth in the Contract are in addition to, and not in lieu of, all of the remedies available at law or in equity.

SECTION 35. COVENANT AGAINST CONTIGENT FEES

The **CONTRACTOR** warrants no person or selling agency has been employed or retained to solicit or secure the Contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the **CONTRACTOR** for the purpose of securing business. For breach or violation of this warranty, **GPA** shall have the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 36. NOTICE

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

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

CONTRACTOR: _____

SECTION 37. INTEREST OF OTHER PARTIES

CONTRACTOR warrants that no member of the governing body of **GPA**, and no other officer, employee, or agent of **GPA** who exercises any functions or responsibilities in connection with the work to which the Contract pertains, and no employee, agent or member of the Guam Legislature or other public official of the Government of Guam, has or shall have any personal economic or financial interest, direct or indirect, in the Contract.

SECTION 38. ASSIGNMENT

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

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

SECTION 39. TIME

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

SECTION 40. AMENDMENT AND WAIVER

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

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

SECTION 41. DESCRIPTIVE HEADINGS

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

SECTION 42. RELATIONSHIP OF PARTIES

Nothing contained in the Contract shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between **CONTRACTOR** and **GPA**, and no provisions contained in the Contract nor

any acts of the parties shall be deemed to create any relationship between **GPA** and **CONTRACTOR**, other than the relationship of buyer and seller.

SECTION 43. NUMBER AND GENDER

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

SECTION 44. SUCCESSORS IN INTEREST

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

SECTION 45. PARTIAL INVALIDITY

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

SECTION 46. EQUAL OPPORTUNITY CLAUSE

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

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

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

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

SECTION 47. PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRITORY

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

SECTION 48. RESTRICTION AGAINST CONTRACTOR EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

GCA 5 §5253(b) restricts the **CONTRACTOR** against employing convicted sex offenders from working at Government of Guam venues. It states:

- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the **CONTRACTOR** has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the **CONTRACTOR** is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the

administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

SECTION 49. CONTRACT BINDING EFFECT

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

This Contract is binding upon the **CONTRACTOR** only if **CONTRACTOR** has been awarded the Contract in response to the **MSB-GPA-001-19**. This Contract is subject to the approval of **GPA** and the Public Utilities Commission and it shall not be binding on part of **GPA** until such approval is made as evidenced by the signatories below.

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

John M. Benavente, P.E.
General Manager

DATE

For **(CONTRACTOR)** :

(Company Name and Seal)

CONTRACTOR, Duly Authorized
REPRESENTATIVE OF COMPANY

DATE

APPROVED AS TO FORM:

Graham Botha, General Counsel
GUAM POWER AUTHORITY

DATE

PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that _____

(Name of CONTRACTOR)

herein after called the CONTRACTOR and _____

(Name of Surety)

a corporation duly organized under the laws of the State of _____

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

_____ Dollars (US\$ _____) for the payment whereof the

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

WHEREAS, the CONTRACTOR has by written agreement dated _____, 20

_____, entered into a Contract with the Guam Power Authority for the **Bulk Supply of Diesel Fuel Oil No. 2** in accordance with the Specifications prepared by the Guam Power Authority, which Contract is by reference made a part hereof, and is hereafter referred to as the Contract.

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

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

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Guam Power Authority provided the same is within the scope of the Contract.

- B. Whenever CONTRACTOR shall be and is declared to be in default under the Contract by the Guam Power Authority, and the Guam Power Authority has performed its Contract obligations, the Surety may promptly remedy the default or shall promptly:
 - 1. Complete the Contract in accordance with its terms and conditions; or
 - 2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Guam Power Authority and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by the Guam Power Authority to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the Guam Power Authority to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Guam Power Authority or successors of the Authority.

- C. A claimant is defined as one having a direct contract with the CONTRACTOR, or with a sub-CONTRACTOR of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- D. The above-named CONTRACTOR and Surety hereby jointly and severally agree with the Guam Power Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Guam Power Authority shall not be liable for the payment of any costs or expenses of any such suit.
- E. No suit or action shall be commenced hereunder by a claimant:
1. Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following:

The CONTRACTOR, the Guam Power Authority, or the Surety above named, within ninety (90) calendar days after such claimant did or performed that last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the

CONTRACTOR at any place the principal maintains an office or conducts it business.

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

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

SIGNED AND SEALED THIS _____ day of _____ 20__ .

IN THE PRESENCE OF:

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

(WITNESS)

(CONTRACTOR) (SEAL)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

SCHEDULE A: PRODUCT QUALITY SPECIFICATION**DIESEL FUEL Oil No. 2**

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

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

Invitation For Multi-Step Bid

No.: GPA-001-19

BULK SUPPLY OF DIESEL FUEL OIL NO. 2



Volume III

Appendices

APPENDIX A

Proposal Checklists

MSB GPA-001-19 (Bulk Supply of Diesel Fuel Oil No. 2)
Appendix A-Proposal Checklists

DOCUMENT RECEIPT CHECKLIST

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

**MSB GPA-001-19 (Bulk Supply of Diesel Fuel Oil No. 2)
Appendix A-Proposal Checklists**

DOCUMENT SUBMISSION CHECKLIST

PROPOSAL SUBMITTAL CHECKLIST¹

	ITEM	QUANTITY (ORIGINALS)	QUANTITY (COPIES)	GPA INITIAL
1	Technical Proposal	_____	_____	_____
2	Price Proposal	_____	_____	_____
3	Supplementary Information:			
	3.1. Articles of Incorporation and By-Laws	_____	_____	_____
	3.2. Certificate of Good Standing to Conduct Business in Jurisdiction of Residence	_____	_____	_____
	3.3. Information regarding outstanding claims against BIDDER	_____	_____	_____
	3.4. Major Shareholders Disclosure Affidavit	_____	_____	_____
	3.5. Non-collusion Affidavit	_____	_____	_____
	3.6. No Gratuities or Kickbacks Affidavit	_____	_____	_____
	3.7. Ethical Standards Affidavit	_____	_____	_____
	3.8. Declaration of Compliance with Section 5 of the ISA (Iran Sanction Act)	_____	_____	_____
	3.9. Declaration of Compliance with US DOL's Wage Determination	_____	_____	_____
	3.10. Restriction Against Sex Offenders	_____	_____	_____
	3.11. Bid Bond Form	_____	_____	_____
	3.12. Local Procurement Preference Application	_____	_____	_____
	3.13. Business License	_____	_____	_____

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

APPENDIX B

Performance Bond

PERFORMANCE BOND NUMBER: _____

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

WHEREAS, **CONTRACTOR** has by written agreement dated _____, 20____, entered into a **CONTRACT TO BULK SUPPLY DIESEL FUEL OIL NO.2** with the **GUAM POWER AUTHORITY** through midnight of _____, 20____, with the **AUTHORITY's** option to extend the **CONTRACT** for an additional three-year term beginning _____, 20____, in accordance with forms and specifications prepared by the **GUAM POWER AUTHORITY** which **CONTRACT** is by reference made a part hereof, and is hereinafter referred to as the "**CONTRACT**".

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

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

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

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

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

Signed and sealed this _____ day of _____, 20_____.

(Principal) (Seal)

(Witness) _____
(Bonding Company)

(Title) _____
(Title)

(Witness) By: _____
(Attorney-In-Fact)

APPENDIX C

List of Surety Companies Licensed To Do Business In Guam

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

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

NAME AND ADDRESS
OF GENERAL AGENT

Academy Life Insurance Co
20 Moores Road
Frazer PA 19355

Prescott R. Hoeck
1036S Route 1
Yigo GU 96929

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

Francisco B. Salas
145 Aspinall Avenue
Hagatna GU 96910

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

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

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

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

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

Ambac Assurance Corporation
One State Street Plaza
New York NY 10004

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

American Family Life Assurance Co
1932 Wynnton Road
Columbus GA 31999

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

American Fidelity Life Insurance Co
4060 Barrancas Avenue
Pensacola FL 32507

Dale M. Donovan
790 N Marine Drive # 496
Tumon GU 96911

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

American Home Assurance Co
70 Pine Street
New York NY 10270

American International Assurance
Company (Bermuda) LTD
29 Richmond Road
Pembroke HKO8 Bermuda

American International Life
Assurance Company
P O Box 727
Wall Street Station
New York NY 10268

American National Insurance Co
One Moody Plaza
Galveston TX 77550

American National Life Insurance
Company of Texas
One Moody Plaza
Galveston TX 77550

American-Amicable Life Insurance
Company of Texas
425 Austin Avenue
Waco TX 76702

Amwest Surety Insurance Co
5230 Las Virgenes Road
Calabasas CA 91302

Argonaut Insurance Co
250 Middlefield Road
Menlo Park CA 94025

NAME AND ADDRESS
OF GENERAL AGENT

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

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

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

Randolph C. Biscoe
130 Aspinall Avenue Suite 1 E
Hagatna GU 96910

Randolph C. Biscoe
130 Aspinall Avenue Suite 1 E
Hagatna GU 96910

Winfred T. Profitt
106 Lily Court
Mangilao GU 96923

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

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

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

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Balboa Insurance Co
18581 Teller Avenue
Irvine CA 92612

Balboa Life Insurance Co
18581 Teller Avenue
Irvine CA 92612

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

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

Capital Markets Assurance
Corporation
113 King Street
Armonk NY 10504

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

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

Centurion Life Insurance Co
206 Eighth Street
Des Moines IA 50309

NAME AND ADDRESS
OF GENERAL AGENT

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

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

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

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

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

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

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

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

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

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

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

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

Conseco Life Insurance Co
11815 N Pennsylvania Street
Carmel IN 46032

Continental Insurance Co
CNA Plaza
Chicago IL 60685

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

NAME AND ADDRESS
OF GENERAL AGENT

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

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

Alpha Insurers
123 Archbishop Flores Street
Hagatna GU 96910

Rodolfo B. Batimana
Suite 202 Julale Center
Hagatna GU 96910

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

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

Edward B. Senato
P O Box 11945
Tamuning GU 96931

Farley A. Young
132 Kayen Mapagahes
Dededo GU 96912

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

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

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

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

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

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

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

Federal Insurance Co
P O Box 1615
Warren NJ 07061

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

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

First Fire & Casualty Insurance
Hawaii Inc
P O Box 2866
Honolulu HI 96803

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

NAME AND ADDRESS
OF GENERAL AGENT

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

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

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

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

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

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

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

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

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

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

First Insurance Company of Hawaii Ltd
P O Box 2866
Honolulu Hi 96803

First Liberty Insurance Corporation
175 Berkeley Street
Boston MA 02117

First Net Insurance Company
101 Agana Shopping Center
Hagatna GU 96910

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

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

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

GMHP Health Insurance LTD
177 Chalan Pasaheru Suite A
Tamuning GU 96911

NAME AND ADDRESS
OF GENERAL AGENT

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

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

Anne Palacios
414 West Soledad Avenue
GCIC Building
Hagatna GU 96910

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

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

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

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

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

TS Inc
845 N Marine Drive Suite 11
Tumon GU 96911

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

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

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

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

Great-West Life & Annuity Insurance Co
8515 East Orchard Road
Englewood CO 80111

Gulf Insurance Company
4600 Fuller Drive
Irving Texas 75038

Hartford Life & Accident Insurance Co
P O Box 2999
Hartford CT 06104

Individual Assurance Company
Life Health & Accident
1600 OAK Street
Kansas City MO 64108

Insurance Company of North America
1601 Chestnut Street
P O Box 7716
Philadelphia PA 19192

NAME AND ADDRESS
OF GENERAL AGENT

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

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

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

Guam Imperial International Inc
231 Hesler Place
Hagatna GU 96910

Benefits Communication Corp
424B Route 8
Mongmong GU 96927

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

Primo Mabesa
1296 North Marine Drive Suite 2
Tamuning GU 96911

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

Anne M. Palacios
414 W Soledad Avenue
GCIC Building Suite 9
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Insurance Company of North America
1601 Chestnut Street
P O Box 7716
Philadelphia PA 19192

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

Jefferson Pilot Financial Insurance
One Granite Place
Concord NH 03301

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

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

John Hancock Life Insurance Company
PO Box 111
Boston MA 02117

Knights of Columbus
One Columbus Plaza
New Haven CT 06510

Liberty National Life Insurance Company
P O Box 2612
Birmingham AL 35202

NAME AND ADDRESS
OF GENERAL AGENT

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

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

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

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

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

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

Jesus A. Baza
125 Granada Lane
Sinajana GU 96910

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

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

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Lincoln Benefit Life Company
3075 Sanders Road H2C
Northbrook IL 60062

Lincoln National Life Insurance Co
1300 South Clinton Street
Fort Wayne IN 46802

LM Insurance Corporation
175 Berkeley Street
Boston MA 02117

NAME AND ADDRESS
OF GENERAL AGENT

Jesus Dela Cruz
231 Hesler Street
Hagatna GU 96910

Patrocel N. Duque
231 Hesler Street
Hagatna GU 96910

Jacqueline T. Flores
231 Hesler Street
Hagatna GU 96910

Roger Surban
615 Harmon Loop Road Suite 201
(C) Tonko Reyes Comm Complex
Dededo GU 96912

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

The Money Tree Inc
231 Hesler Street
Hagatna GU 96910

Dale M. Donovan
790 N Marine Drive #496
Tumon GU 96911

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

Anne M. Palacios
414 W Soledad Avenue
GCIC Building Suite 9
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

LM Insurance Corporation
175 Berkeley Street
Boston MA 02117

Lumbermens Mutual Casualty Co
One Kemper Drive
Long Grove IL 60049

Lyndon Life Insurance Company
520 Maryville Center Drive Suite 500
St Louis MO 63141

Manufacturers Life Insurance Co (USA)
P O Box 6400
Buffalo NY 14201-0604

MBIA Insurance Corporation
113 King Street
Armonk NY 10504

Merrill Lynch Life Insurance Co.
4804 Deer Lane Drive East 4th Floor
Jacksonville FL 33246

Midland Life Insurance Company The
250 East Broad Street
Columbus OH 43215

Midland National Life Insurance Co
One Midland Plaza
Sioux Falls SD 57193

Mitsui Marine & Fire Insurance
Company LTD
9 Kanda Surugadai, 3-Chome
Chiyoda-Ku, Tokyo, Japan

NAME AND ADDRESS
OF GENERAL AGENT

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

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

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

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

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

Merrill Lynch Life Agency Inc
134 Soledad Avenue Suite 406
Hagatna GU 96910

Billy C. Acebron
119 South Marine Drive Suite B1
Tamuning GU 96911

Earl F. Foley
Julale Shopping Center Suite 216
424 W O'Brien Drive
Hagatna GU 96910

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

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

MMI General Insurance Limited
135 C Kayen Chando
Sateena Mail Suite 207/208
Dededo GU 96912

Monumental Life Insurance Company
2 East Chase Street
Baltimore MD 21202

MONY Life Insurance Company
1740 Broadway
New York NY 10019

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

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

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

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

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

NAME AND ADDRESS
OF GENERAL AGENT

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

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

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

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

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

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

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

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

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

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

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

New Hampshire Insurance Company
70 Pine Street
New York NY 10270

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

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

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

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

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

Old Republic Insurance Company
414 West Pittsburgh Street
Greensboro PA 15601

NAME AND ADDRESS
OF GENERAL AGENT

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

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

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

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

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

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

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

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

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

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

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

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

Pacific Indemnity Insurance Company
P O Box 3580
Hagatna GU 96932

Pacific Indemnity Insurance Company
P O Box 3580
Hagatna GU 96932

Pacificare Life Assurance Company
3515 Harbor Boulevard
Costa Mesa CA 92626

NAME AND ADDRESS
OF GENERAL AGENT

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

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

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

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

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

Anacleto Q. Nicholas
145 Chichirica Street
Kaiser Dededo GU 96912

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

Prescott Hoeck dba:
Guam Ventures
121 Taison Way
Barrigada GU 96913

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

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

PFL Life Insurance Company
4333 Edgewood Road NE
Cedar Rapids IA 52499

Primerica Life Insurance Company
3120 Breckinridge Boulevard
Duluth GA 30199

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

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

Pruco Life Insurance Company
213 Washington Street
Newark NJ 07102

NAME AND ADDRESS
OF GENERAL AGENT

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

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

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

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

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

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

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

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

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

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Prudential Insurance Company
of America
751 Broad Street
Newark NJ 07102

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

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

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

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

Safeco Insurance Co of America
Safeco Plaza
Seattle WA 98185

Seaboard Surety Company of NY
6225 Centennial Way
Baltimore MD 21209

Security Benefit Life Insurance Co
700 Harrison Street
Topeka KS 66636

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

NAME AND ADDRESS
OF GENERAL AGENT

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

Sally E. Mondia
674 Harmon Loop
Dededo GU 96912

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

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

Gayle & Teker
330 Hernan Cortez Avenue
Hagatna GU 96910

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

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

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

Life Investment Consultants Inc
121 Basa Street
Tamuning GU 96911

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

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

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

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

Stewart Title Guaranty Company
PO Box 2029
Houston TX 77252

Surety Life Insurance Company
3075 Sanders Road H2C
Northbrook IL 60062

Surety Life Insurance Company
3075 Sanders Road H2C
Northbrook IL 60062

NAME AND ADDRESS
OF GENERAL AGENT

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

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

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

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

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

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

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

Jesus M. Dela Cruz
166 Carlos Lane
Mangilao GU 96923

Jacqueline T. Flores
231 Hesler Place
Hagatna GU 96910

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

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Surety Life Insurance Company
3075 Sanders Road H2C
Northbrook IL 60062

Terrace Guam Ltd
134 West Soledad Avenue
Bank of Hawaii Building Suite 401
Hagatna GU 96910

Ticor Title Insurance Company
171 North Clark Street 6th Floor
Chicago IL 60601

Tokio Marine & Fire Insurance
Company Limited
2-1 Marunouchi 1-Chome Chiyoda-Ku
Tokyo Japan

Trans World Assurance Company
885 South El Camino Real
San Mateo CA 94402

Transamerica Assurance Company
PO Box 2101
Los Angeles CA 90051

Transamerica Life Insurance &
Annuity Company
PO Box 54178
Los Angeles CA 90054

Transamerica Occidental Life Ins Co
1150 South Olive Street
Los Angeles CA 90054

NAME AND ADDRESS
OF GENERAL AGENT

Roger S. Surban
46 Anaco Lane
Nimitz Hill Estate
Piti GU 96910

The Money Tree Inc
231 Hesler Place
Hagatna GU 96910

Title Guaranty of Guam
Hernan Cortez Avenue
Hagatna GU 96910

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

Dale M. Donovan
790 North Marine Drive Suite 496
Tumon GU 96911

Ralph G. Taitano
130 Aspinall Street Suite 2BE
Hagatna GU 96910

Ralph G. Taitano
130 Aspinall Street Suite 2BE
Hagatna GU 96910

Ralph G. Taitano
130 Aspinall Street Suite 2BE
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Travelers Casualty and Surety Co
One Tower Square
Hartford CT 06183

Travelers Indemnity Company
One Tower Square
Hartford CT 06183

Travelers Insurance Company
One Tower Square
Hartford CT 06183

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

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

United Services Automobile Assn
9800 Fredericksburg Road
San Antonio TX 78288

United States Fire Insurance Company
305 Madison Avenue
Morrison NJ 07960

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

USAA Casualty Insurance Company
9800 Fredericksburg Road
San Antonio TX 78288

NAME AND ADDRESS
OF GENERAL AGENT

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

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

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

Earl L. Foley
P O Box BO
Hagatna GU 96910

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

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

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

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

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

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

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

USAA General Indemnity Company
9800 Fredericksburg Road
San Antonio TX 78288

Western Reserve Life Assurance
Company of Ohio
P O Box 5068
Clearwater FL 33758

Western-Southern Life Assurance Co
P O Box 1119
Cincinnati OH 45202

Westport Insurance Corporation
P O Box 2979
Overland KA 66201

Zurich Insurance (Guam) Inc
GCIC Building Suite 900
414 West Soledad Avenue
Hagatna GU 96910

NAME AND ADDRESS
OF GENERAL AGENT

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

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

Billy C. Acebron
119 South Marine Drive Suite B1
Tamuning GU 96911

Glenn Meno
400 Route 8
Maite GU 96927

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

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

APPENDIX D

Major Shareholders Disclosure Affidavit



GUAM POWER AUTHORITY

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

SPECIAL PROVISION FOR MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

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

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

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

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

MAJOR SHAREHOLDERS OF DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
)
 HAGATNA, GUAM)

I, undersign, _____,
 (partner or officer of the company of, etc.)
 being first duly sworn, deposes and says:

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

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

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

<u>Name</u>	<u>Address</u>	<u>Amount of Commission Gratuity or other Compension</u>
_____	_____	_____
_____	_____	_____

Further, affiant sayeth naught.

Date: _____

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

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

Notary Public _____

In and for the Territory of Guam

My Commission expires _____.

APPENDIX E

Non-collusion Affidavit

NON-COLLUSION AFFIDAVIT

Guam)
)ss:
Hagatna)

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

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

(Declarant)

SUBSCRIBED AND SWORN to me before this _____ day of _____, 20

)Seal(

Notary Public

APPENDIX F

No Gratuities or Kickbacks Affidavit

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT

(Offeror)

TERRITORY OF GUAM)
)
HAGATNA, GUAM)

SS:

_____, being first duly sworn, deposes and says:

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

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__.

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

APPENDIX G

Ethical Standards Affidavit

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT
(Proposer)

TERRITORY OF GUAM)
)
HAGATNA, GUAM)

SS:

_____, being first duly sworn, deposes and says:

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

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

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__.

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

APPENDIX H

**DECLARATION OF COMPLIANCE
WITH THE IRAN SANCTION ACT
(ISA)**

APPENDIX I

**Declaration Re Compliance with US DOL's
Wage Determination**

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

Procurement No.: _____

Name of Offeror Company: _____

_____ hereby certifies under penalty of perjury:

(1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__.

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

APPENDIX J

Restriction Against Sex Offenders

SPECIAL PROVISIONS

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

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

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

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

Signature of Bidder Date

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

Subscribed and sworn before me this _____ day of _____, 2018.

Notary Public

APPENDIX K

Bid Bond Form and Instructions



Edward J.B. Calvo
Governor

GUAM POWER AUTHORITY

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

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

Raymond S. Tenorio
Lieutenant Governor

BID BOND

NO.: _____

KNOW ALL MEN BY THESE PRESENTS that _____, as

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

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

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

Signed and sealed this _____ day of _____, 20__.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS FOR SUPPORTING DOCUMENTS REQUIRED.

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

APPENDIX L

Local Procurement Preference Application



GUAM POWER AUTHORITY

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

Edward J.B. Calvo
Governor

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

Raymond S. Tenorio
Lieutenant Governor

Accountability · Impartiality · Competence · Openness · Value

LOCAL PROCUREMENT PREFERENCE APPLICATION

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

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

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

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

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

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

Bidder Representative Signature

Date

NOTE:

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

APPENDIX M

BIDDER'S PROPOSAL COVER PAGE

[BIDDER NAME]

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

Multi-Step Bid GPA-001-19

BULK SUPPLY OF DIESEL FUEL OIL NO. 2

Signature and Title of Person
Authorized to Sign this Bid:

DATE:

Name and Address of BIDDER;

Invitation For Multi-Step Bid

No. GPA-001-19

BULK SUPPLY OF DIESEL FUEL OIL NO. 2



Step 1

Qualitative/ Technical Proposal Scoresheet

QUALITATIVE / TECHNICAL PROPOSAL INSTRUCTIONS

IFB for the Bulk Supply of Diesel Fuel Oil No. 2

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

INSTRUCTIONS

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

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

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

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

This Task is for **PROPONENT** to Complete

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

Step Directions

- 1 Go to "Part 1 - Checklist Item References" worksheet.

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

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

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

Step Directions

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

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

Step Directions

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

Qualitative Proposal Scoring: Proposal Scoring Information

Item	Bidder Checklist Items	Checklist Weight	Maximum Raw Rating Score	Maximum Weighted Score	Percent of Maximum Possible Points For Item	Percent of Total Weighted Score
	Business Structure and Business Approach	6		30		7.1%
1	Company Information for Bidder and its affiliates	1	5	5	16.7%	
	Supporting information showing Business Structure (Company Literature, etc.)	1	5	5	16.7%	
	Supporting information showing Nature of Services Provided (for BIDDER and its affiliates)	1	5	5	16.7%	
	Supporting information describing Business Concepts and Business approach to be used in performing, meeting and achieving objectives of this solicitation	2	5	10	33.3%	
	A copy of Articles of Incorporation and By-Laws, or other applicable forms concerning business organization (for BIDDER and affiliates)	1	5	5	16.7%	
	Experience and Qualification	15		75		17.6%
2	Supporting information showing extensive and reliable experience in the oil market as suppliers and/or traders. Information should include, at least, the following: • Successful completion or on-going contracts for the supply of Diesel Fuel Oil No. 2, within the last five (5) years. Contracts must be for a total annual delivered fuel quantity of at least 200,000 Barrels. • Documentation illustrating experience in the oil market, and the responsibilities involved.	8	5	40	53.3%	
	Supporting information outlining and/or illustrating past and current successful experience in the supply of Diesel Fuel Oil No. 2 in petroleum tanker operations.	2	5	10	13.3%	
	Experience with Fuel Supply Storage and Audit.	1	5	5	6.7%	
	Experience with Fuel Handling, Ship-to-shore transfer of bulk petroleum products, and pipeline product custody transfer.	1	5	5	6.7%	
	Documentary evidence (a written statement) of conformity with the Quality Specifications set in Volume II-Section 10 for the types of fuel to be supplied.	3	5	15	20.0%	
	Organizational Structure and Qualifications	10		50		11.8%
3	Organizational structure including names and designations of personnel to be assigned at this contract, including a brief description of the qualifications and responsibilities of each personnel.	5	5	25	50.0%	
	BIDDER's (and affiliates') qualifications in the performance of the requirements of this contract.	5	5	25	50.0%	
	Financial Information Checklist	9		45		10.6%
4	Brief description of company's financial position and capability.	3	5	15	33.3%	
	Latest 10-k/Annual Report plus any 10-Qs/quarterly report issued subsequently	3	5	15	33.3%	
	Financial Ratio	3	5	15	33.3%	
	Insurance Policy	9		45		10.6%
5	Provide a copy of your Insurance Policy for GPA's review, and proof of compliance with OPA 90 Insurance Requirements.	9	5	45	100.0%	
	Local, Federal and Regulatory Compliance	10		50		11.8%
6	Supporting documents showing knowledge and experience in complying with local regulations, federal regulations and other applicable laws on Guam.	10	5	50	100.0%	
	Letter of Commitment	6		30		7.1%
7	An authenticated letter of commitment from the CONTRACTOR's fuel supplier, vessel charterer, storage facility and others, which demonstrates its capability in providing uninterrupted supply of fuel for GPA.	3	5	15		
	At a minimum, the Letter of Commitment from the issuing organization shall include the following: - Official letterhead of the organization - A clear statement of work, including the names of key personnel. - Explicit assurance of commitment - The signature of a person appropriately authorized to make commitments and assurances on behalf of the organization. - Company seal	3	5	15		
	Client References	10		50		11.8%
8	At least three (3) client references for similar or larger contracts shall be submitted by the BIDDERS (include the Client Name, Position, Company and copies of contracts with the BIDDERS or AFFILIATES).	5	5	25	50.0%	
	At least three (3) client reference letters describing relationship with Bidder, and Bidder's contract performance.	5	5	25	50.0%	
	Mobilization Capability Checklist	10		50		11.8%
9	Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing	10	5	50	100.0%	
BIDDER Qualifications Score		85		425	100.0%	100.0%

A. BIDDER Qualifying Score	425
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B. Compliance with quality specifications set in Volume II Section 10 & Schedule A. (Yes = 1 ; No = 0) Bidders shall provide Documentary Evidence (a written statement) of conformity with all of the Quality Specifications set in Volume II Section 10 and Schedule B for the type of fuel to be supplied.	1
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C. No exceptions, addendums to contract requirements (Yes = 1 ; No = 0)	1
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FINAL QUALIFICATIONS SCORE (A x B x C)	425
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Minimum Score - Potentially Acceptable Proposal	319.00
Minimum Score - Acceptable Proposal	340.00
Maximum Compliance Score	425.00
Minimum Percent Score - Potentially Acceptable Proposal	75.0%
Minimum Percent Score - Acceptable Proposal	80.0%

RATINGS GUIDE:

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

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

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

0 - No substantial relevant experience.

Qualitative Proposal Scoring: Qualitative Evaluation Worksheet

BID EVALUATOR :

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

	Bidder Checklist Items	Checklist Weight	Raw Rating Score	Weighted Score
1	Business Structure and Business Approach	6		
	Company Information for Bidder and its affiliates	1		
	Supporting information showing Business Structure (Company Literature, etc.)	1		
	Supporting information showing Nature of Services Provided (for BIDDER and its affiliates)	1		
	Supporting information describing Business Concepts and Business approach to be used in performing, meeting and achieving objectives of this solicitation	1		
	A copy of Articles of Incorporation and By-Laws, or other applicable forms concerning business organization (for BIDDER and affiliates)	2		
2	Experience and Qualification	15		
	Supporting information showing extensive and reliable experience in the oil market as suppliers and/or traders. Information should include, at least, the following: • Successful completion or on-going contracts for the supply of Diesel Fuel Oil No. 2, within the last five (5) years. Contracts must be for a total annual delivered fuel quantity of at least 200,000 Barrels. • Documentation illustrating experience in the oil market, and the responsibilities involved.	8		
	Supporting information outlining and/or illustrating past and current successful experience in the supply of Diesel Fuel Oil No. 2 in petroleum tanker operations.	2		
	Experience with Fuel Supply Storage and Audit.	1		
	Experience with Fuel Handling, Ship-to-shore transfer of bulk petroleum products, and pipeline roduct custody transfer.	1		
	Documentary evidence (a written statement) of conformity with the Quality Specifications set in Volume II-Section 10 and Schedule A for the types of fuel to be supplied.	3		
3	Organizational Structure and Qualifications	10		
	Organizational structure including names and designations of personnel to be assigned ot this contract, including a brief description of the qualifications and responsibilities of each personnel. BIDDER's (and affiliates') qualifications in the performance of the requirements of this contract.	5 5		
4	Financial Information	9		
	Brief description of company's financial position and capability.	3		
	Latest 10-k/Annual Report plus any 10-Qs/quarterly report issued subsequently	3		
	Financial Ratio	3		
5	Insurance Policy	9		
	Provide a copy of your Insurance Policy for GPA's review, and proof of compliance with OPA 90 Insurance Requirements.	9		
6	Federal and Regulatory Compliance	10		
	Supporting documents showing knowledge and experience in complying with local regulations, federal regulations and other applicable laws on Guam.	10		
7	Letter of Commitment	6		
	An authenticated letter of commitment from the CONTRACTOR's fuel supplier, vessel charterer, storage facility and others, which demonstrates its capability in providing uninterrupted supply of fuel for GPA. At a minimum, the Letter of Commitment from the issuing organization shall include the following: - Official letterhead of the organization - A clear statement of work, including the names of key personnel. - Explicit assurance of commitment - The signature of a person appropriately authorized to make commitments and assurances on behalf of the organization. - Company seal	3 3		
8	Client References	10		
	At least three (3) client references for similar or larger contracts shall be submitted by the BIDDERS (include the Client Name, Position, Company and copies of contracts with the BIDDERS or AFFILIATES). At least three (3) client reference letters describing relationship with Bidder, and Bidder's contract performance.	5 5		
9	Mobilization Capability	10		
	Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing	10		
A. BIDDER Qualifying Score				

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

C. No exceptions, addendums to contract requirements (Yes = 1 ; No = 0)

FINAL QUALIFICATIONS SCORE (A x B x C)

Minimum Score - Potentially Acceptable Proposal	319.00
Minimum Score - Acceptable Proposal	340.00
Maximum Compliance Score	425.00
Minimum Percent Score - Potentially Acceptable Proposal	75.0%
Minimum Percent Score - Acceptable Proposal	80.0%

RATINGS GUIDE:

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

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

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

0 - No substantial relevant experience.

Invitation For Multi-Step Bid

No. GPA-001-19

BULK SUPPLY OF DIESEL FUEL OIL NO. 2



Step 2

Price Proposal

BID PRICE PROPOSAL

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

IFB GPA-001-19: BULK SUPPLY OF DIESEL FUEL OIL NO. 2

BID PRICE PROPOSAL:

BULK DIESEL FUEL OIL NO. 2 SUPPLY	2-year Base Period		3-Year Extension Options		
	1 st year (in 3 decimals)	2 nd year (in 3 decimals)	1 st yr Extn (in 3 decimals)	2 nd yr Extn (in 3 decimals)	3 rd yr Extn (in 3 decimals)
BID PRICE, (US\$/BBL)					

Signature and Title of Person
 Authorized to Sign this Bid:

Name and Address of BIDDER:

GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) And the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at the Guam Power Authority). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **“ALL OR NONE” BIDS:** Unless otherwise allowed under this Solicitation. “all or none” bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.

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

8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Letter of Credit, Cash, Certified Check or Cashier's Check, Bid Guarantee Bond must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Power Authority in the amount of no less than FIVE HUNDRED THOUSAND DOLLARS (US\$500,000.00). 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 of **no less than Fifteen Percent (15% of the Annual Contract value** for that full or partial fiscal year within the term of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made with ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202.03.4).

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.
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.
15. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
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).
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.
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.
23. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).
24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Guam Power Authority Dededo Warehouse at (671) 653-2073, Information Technology Division at (671) 648-3060, and/or Guam Power Authority Cabras Warehouse at (671) 475-3319, at least twenty-four (24) hours before delivery of any item under this solicitation.
26. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

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

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

- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).

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

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

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

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

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

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