



# GUAM POWER AUTHORITY

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

November 05, 2018

**AMENDMENT NO.: III**

**TO**

**INVITATION FOR MULTI-STEP BID NO.: GPA-118-18**

**FOR**

**HAULING AND HANDLING OF GPA USED OIL AND SUPPLY OF REPROCESSED GPA USED OIL  
MEETING GPA'S SPECIFICATIONS**

Prospective Bidders are hereby notified of the following changes:

1. Replace all headers, footers, titles, headings, references, phrases and sentences referring to "Supply of Reprocessed GPA Used Oil Meeting GPA's Specifications for Reprocessed Used Oil" with "Hauling and Handling of GPA Used Oil and Supply of Reprocessed GPA Used Oil Meeting GPA's Specifications", in Volumes I, II, III, IV, V, and VI, as well as the Qualitative Proposal Worksheet and Price Proposal Sheet.
2. Replace Volume I with Amendment No.: III Attachment A – Volume I Revision 1. This revised version contains changes specified in Item#1, as well as revised requirements for the bid.
3. Replace Volume II with Amendment No.: III Attachment B – Volume II Revision 1. This revised version contains changes specified in Item#1, as well as revised requirements for the bid.
4. Replace Volume VI Schedule A with Amendment No.: III Attachment C – Volume VI Schedule A Revision 1. This version contains updated GPA Specifications for Reprocessed Fuel Oil.
5. Replace Volume VI Schedule C with Amendment No.: III Attachment D – Volume VI Schedule C Revision 1. This updated version contains updated numbers of waste oil quantities accepted into the WOF.
6. Replace Volume VI Schedule E with Amendment No.: III Attachment E – Volume VI Schedule D. This updated version contains changes specified in Item #1 as well as revised requirements for the bid.

7. Replace Volume VI Schedule F with Amendment No.: III Attachment F – Volume VI Schedule F. This updated version contains the GPA SOP.
8. Replace Volume VI Schedule F with Amendment No.: III Attachment G- Volume VI Schedule G. This updated version contains the sample forms for use based on GPA SOPs.
9. Replace Qualitative Proposal Worksheet with Amendment No.: III MSB GPA-118-18 Qualitative Proposal Worksheet – Revision 1. This update version reflects changes identified in Item#1 and revised requirements for evaluation.
10. Replace Price Proposal sheet with Amendment No.: III MSB GPA-118-18 Price Proposal Sheet - Revision 1. This updated sheet contains changes specified in Item#1 and revised Price Proposal structure.
11. Add MSB GPA\_118-18 Price Proposal Sheet Attachment I. This attachment illustrates bid price calculation through sample discount rates and fees and sample calculations.
12. Reminder to all bidders: this solicitation is a Multi-Step Bid, and not a Request for Proposal.
13. Replace Page 1 of 188, Special Reminders to Prospective Bidders with Amendment No.: III Page 1a of 188, Special Reminders to Prospective Bidders, changing DESCRIPTION **FROM** “Supply of Reprocessed GPA Used Oil Meeting GPA’s Specifications for Reprocessed Used Oil” **TO NOW READ** “Hauling and Handling of GPA Used Oil and Supply of Reprocessed GPA Used Oil Meeting GPA’s Specifications”.
14. Replace Page 2 of 188, Invitation for Bid with Amendment No.: III Page 2a of 188, Invitation for Bid, changing BID FOR **FROM** “Supply of Reprocessed GPA Used Oil Meeting GPA’s Specifications for Reprocessed Used Oil” **TO NOW READ** “Hauling and Handling of GPA Used Oil and Supply of Reprocessed GPA Used Oil Meeting GPA’s Specifications”.

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

  
JOHN M. BENAVENTE, P.E.  
General Manager  




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-118-18

DESCRIPTION: Hauling and Handling of GPA Used Oil and Supply of Reprocessed GPA Used Oil Meeting GPA's Specifications

### 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, submit one (1) original and six (6) bound copies of the Technical Proposal including one (1) original and six (6) printed copies of the Qualitative Scoring Workbook. One (1) electronic PDF format copy in CD, DVD, and/or USB Flash Drive of the Qualitative Scoring Workbook should also be submitted. The BIDDER's Price Proposal shall consist of one printed copy and one electronic (CD) copy of the MS Excel Workbook, **Price Proposal Evaluation.xls.**, at the closing date and time of closing.

- (XX) BID GUARANTEE (\$150,000.00 USD) May be in the form of;  
(NOTE: Cashier's Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.)  
Reference #11 on the General Terms and Conditions
- a. Cash, Bank Draft, Cashier's Check or Certified Check
  - b. Wire Transfer to Guam Power Authority. Account information shall be sent to bidders upon request.
  - c. Letter of Credit or
  - d. Surety Bond – Valid only if accompanied by:
    1. Current Certificate of Authority issued by the Insurance Commissioner;
    2. Power of Attorney issued by the Surety to the Resident General Agent;
    3. Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

(XX) STATEMENT OF QUALIFICATION;

( ) SAMPLES;

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

(XX) NON-COLLUSION AFFIDAVIT;

(XX) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS

(XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;

(XX) ETHICAL STANDARDS AFFIDAVIT;

(XX) WAGE DETERMINATION AFFIDAVIT;

(XX) RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

Affidavits must comply with the following requirements:

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

(XX) OTHER REQUIREMENTS:

Restrictions against Sex Offenders Affidavit, Wage Determination Affidavit, No Gratuities or Kickbacks Affidavit, Ethical Standards Affidavit, together with additional requirements set forth under required forms as specified in Section 3. A Guam Business License with proof of Employer Identification Number (EIN) is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority. Bidders MUST comply with PL 26-111 dated June 18, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act [www.wdol.gov](http://www.wdol.gov). Additionally, upon award the successful bidder must provide to GPA the most Recently issued Wage Determination by the US Dept. of Labor.

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 2019, I, \_\_\_\_\_  
authorized representative of \_\_\_\_\_ acknowledge receipt of this  
special reminder to prospective bidders with the above referenced IFB.

\_\_\_\_\_  
Bidder Representative's Signature

**INVITATION FOR BID**

**ISSUING OFFICE:**

Guam Power Authority  
 Procurement Management Materials Supply  
 1<sup>st</sup>. Floor, Room 101  
 Gloria B. Nelson Public Service Building  
 688 Route 15  
 Mangilao, Guam 96913

 11/6/18

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

DATE ISSUED: 09/20/2018 MULTI-STEP  
 09/27/2018 BID INVITATION NO.: GPA-118-18

BID FOR: Hauling and Handling of GPA Used Oil and Supply of Reprocessed GPA  
 Used Oil Meeting GPA's Specifications

SPECIFICATION: See Attached

DESTINATION: See Attached

REQUIRED DELIVERY DATE: See Attached

**INSTRUCTIONS TO BIDDERS:**

INDICATE WHETHER: \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ CORPORATION

INCORPORATED IN: \_\_\_\_\_

Technical and Price Proposals (separate sealed envelope) shall be submitted to the issuing office above no later than **4:00 P.M., January 22, 2019**. 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 not less than six (6) months after the Price Proposal Opening Date.

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-118-18**

**HAULING AND HANDLING OF GPA USED OIL AND SUPPLY OF  
REPROCESSED GPA USED OIL MEETING GPA'S SPECIFICATIONS**



**Volume I**

**Commercial Terms and Conditions**

**September 2018**

## TABLE OF CONTENTS

Section	Description	Page
1.	Introduction.....	1
1.1.	Project Overview and Scope.....	3
1.2.	GPA Overview.....	3
2.	Instructions to Bidders .....	4
2.1.	Introduction.....	4
2.2.	Language and Correspondence .....	4
2.3.	Technical and Functional Requirements Examination .....	5
2.4.	Used Oil Facility Tour.....	5
2.5.	Solicitation Amendment.....	5
2.6.	Familiarity With Laws .....	6
2.7.	Cost of Bidding.....	6
2.8.	Price/Cost Data.....	6
2.9.	Documents Executed Outside of Guam .....	7
2.10.	Proposal Submittal .....	7
2.10.1.	Qualitative Proposal Requirements.....	7
2.10.2.	Price Proposal Requirements .....	10
2.10.3.	Non-Repudiation Issues.....	10
2.10.4.	Signature of Bidder.....	11
2.10.5.	Cut-Off Date for Receipt of Proposals .....	12
2.10.6.	Receipt and Handling of Proposals.....	12
2.10.7.	Proposal Changes During Bid Process .....	12
2.11.	Step One Procedures.....	12
2.11.1.	Evaluation of Qualitative Proposals.....	12
2.11.2.	Scoring of Qualitative Proposals.....	13
2.11.3.	Discussions of Proposals.....	13
2.11.4.	Notice of Unacceptable Proposal .....	14
2.12.	Step Two Procedures.....	14
2.12.1.	Opening of Price Proposals.....	14
2.12.2.	Proposal Changes During Bid Process .....	14
2.12.3.	Proposal Validity.....	14
2.12.4.	Preliminary Examination of Price Proposal .....	14
2.12.5.	Evaluation Criteria and Comparison of Priced Offers.....	15
2.13.	Award of Contract .....	15
2.14.	Bid Bond and Performance Bond Requirements.....	16
2.14.1.	Performance Bond Form, Amount and Duration .....	16
2.14.2.	Performance Bond Execution by a Guam Licensed Surety Company .....	16
2.14.3.	Bid Bond Form and Amount .....	16
2.15.	General Proposal Guidelines and Requirements.....	17
2.15.1.	Amendments to the Bid Documents .....	17
2.15.2.	Proprietary Data .....	17
2.15.3.	Acceptance of Proposals .....	17
2.15.4.	Solicitation Cancellation or Delay.....	18
2.15.5.	Disqualification of BIDDER.....	18
2.15.6.	False Statements In Proposal .....	18
2.15.7.	Prohibition Against Gratuities, Kickbacks, and Favors to the Territory.....	19

## TABLE OF CONTENTS

Section	Description	Page
2.15.8.	Restriction against CONTRACTORs Employing Convicted Sex Offenders from Working at Government of Guam Venues.....	19
3.	Required Forms and Supplemental Information.....	20
3.1.	Qualitative Proposal Forms.....	21
3.1.1.	Proposal Checklists.....	21
3.1.2.	Major Shareholders Disclosure Affidavit.....	21
3.1.3.	Non-collusion Affidavit.....	22
3.1.4.	No Gratuities or Kickbacks Affidavit.....	22
3.1.5.	Ethical Standards Affidavit.....	22
3.1.6.	Compliance with US DOL Wage Determination.....	22
3.1.7.	Bid Bond Form.....	22
3.1.8.	Local Procurement Preference Application.....	22
3.1.9.	Restriction Against Sex Offenders.....	22
3.2.	Qualitative Proposal Workbook.....	23
3.3.	Price Proposal Sheet.....	23
4.	Proposal Scoring Mechanism.....	24
4.1.	Overview.....	24
4.2.	Qualitative Proposal Evaluation.....	24
4.3.	Price Proposal Evaluation.....	26
5.	Conditions of Contract.....	27
5.1.	Definitions.....	27
5.2.	Scope of the Agreement.....	30
5.3.	Indemnity.....	30
5.4.	Accounting.....	30
5.5.	Waiver of Claims.....	31
5.6.	Supervision and Coordination by CONTRACTOR.....	31
5.7.	Substitutions.....	31
5.8.	Documentation and Drawings.....	32
5.9.	Continuing Performance.....	33
5.10.	Access to Facility.....	33
5.11.	Expediting.....	34
5.12.	Compliance with Law.....	34
5.13.	Price Adjustment.....	34
5.14.	Changes.....	35
5.14.1.	Change Order.....	35
5.14.2.	Time Period for Claim.....	35
5.14.3.	Claims Barred After Final Payment.....	35
5.14.4.	Other Claims Not Barred.....	36
5.15.	Contract Price.....	36

## TABLE OF CONTENTS

<b>Section</b>	<b>Description</b>	<b>Page</b>
5.16.	Payment Milestones and Schedule .....	36
5.17.	Force Majeure .....	37
5.17.1.	Invocation of Force Majeure .....	37
5.17.2.	Delivery Time and Force Majeure .....	38
5.18.	Warranty .....	38
5.19.	Tests and Inspections .....	39
5.20.	Remedying Defective Parts .....	40
5.20.1.	Remedying Defective Special Services .....	40
5.20.2.	Cost of Remedying Defects.....	40
5.21.	Stop Work Order .....	41
5.21.1.	Order to Stop Work .....	41
5.21.2.	Cancellation or Expiration of the Order .....	41
5.21.3.	Termination of Stopped Work.....	42
5.22.	Termination for Convenience.....	42
5.22.1.	Termination .....	42
5.23.2.	CONTRACTOR's Obligations.....	42
5.22.2.	Right to Supplies.....	42
5.22.3.	Compensation Under Termination for Convenience.....	43
5.23.	Termination for Defaults .....	45
5.23.1.	Default.....	45
5.23.2.	CONTRACTOR's Duties.....	46
5.23.3.	Compensation .....	46
5.23.4.	Excuse for Nonperformance or Delayed Performance.....	46
5.23.5.	Erroneous Termination for Default .....	47
5.23.6.	Additional Rights and Remedies.....	47
5.24.	Disputes.....	47
5.25.	Consequential Damages .....	47
5.26.	Notices.....	48
5.27.	Computation of Time.....	48
5.28.	Language and Trade Terms .....	48
5.29.	Governing Law.....	48
5.30.	Non-waiver .....	49
5.31.	Severability .....	49
5.32.	Rights and Remedies .....	49



## TABLE OF CONTENTS

<b>Section</b>	<b>Description</b>	<b>Page</b>
5.33.	New material .....	49
5.34.	Claims based on the General Manager's Action or Omissions .....	50
5.35.1	Limitations of Clause .....	51
5.35.2	Standards of Design and Workmanship .....	51
5.35.	Standard Work Schedule .....	51
5.36.	Interference with Operation .....	51
5.37.	Release of Information .....	51
5.38.	Liens.....	52
5.39.	Title52	
5.40.	Insurance .....	52
5.41.	CONTRACTOR's and Subcontractors' Insurance.....	52
	<i>A. Mandatory Insurance Requirements .....</i>	<i>52</i>
	<i>B. Optional Insurance:.....</i>	<i>53</i>
5.41.1.	Indemnification .....	54
5.41.2.	Certificate of Insurance .....	54
5.41.3.	Insurance Company and Agent .....	54
5.42.	GPA Insurance .....	54
5.43.	Waiver of Subrogation.....	55

**1. Introduction**

The Guam Power Authority (GPA), hereinafter referred to as GPA, seeks to contract a firm to collect Used Oil from GPA's Used Oil Facility. GPA offers the Used Oil from its Used Oil Facility without charges, for CONTRACTOR's use such as for reprocessing. GPA does not require the CONTRACTOR to sell back reprocessed GPA Used Oil but offers this as an option to the CONTRACTOR so long as the reprocessed GPA Used Oil meets GPA's Specifications indicated in Volume VI Schedule A, at quantities specified by GPA in Volume II of this bid.

The procurement solicitation is a multi-step bid.

The CONTRACTOR shall be responsible for the following items:

- Hauling and handling of Used Oil from GPA's Used Oil Facility into CONTRACTOR's Used Oil Facility.
- If CONTRACTOR chooses to reprocess the fuel oil and supply it to GPA, CONTRACTOR shall:
  - Test Reprocessed GPA Used Oil for compliance with GPA Specifications.
  - Delivery to GPA's designated power plants, provided reprocessed fuel oil meets GPA's Specifications for Reprocessed Used Oil, at a \$/gallon rate inclusive of hauling, as specified in CONTRACTOR's Price Proposal. Quantity shall not exceed the daily quantity required by GPA, and total quantity delivered to GPA shall not exceed total quantity collected and hauled from GPA Used Oil Facility.

The CONTRACTOR should be a bona fide and active member of a qualified and certified oil spill response company on Guam. Otherwise, the CONTRACTOR must secure an oil response service contract with an oil spill response company within thirty (30) days after contract award. A copy of subject contract must be provided to GPA within 30 days of award.

The Technical and Price Proposals shall be submitted on or before the Cut-off Date of Receipt of Proposals, **November 27, 2018 4:00 PM**. The bid evaluation shall be a two-step process. Step One will involve evaluation of the Technical or Qualitative Proposals (Qualitative Proposals), and the establishment of a Qualified Bidders List based (QBL) based on acceptable submitted Technical Proposals. Step Two will involve the evaluation of Price Proposals (Priced Offers) from the bidders identified on the QBL. Price Proposals for unqualified bidders shall be returned, unopened, after the Technical Proposal Evaluation. GPA will perform a comprehensive evaluation of each proposal and select the BIDDER with the best

**Hauling and Handling of GPA Used Oil and  
Supply of Reprocessed GPA Used Oil Meeting GPA's Specifications  
Volume I: Commercial Terms and Conditions  
September 2018**

---

proposal based on the submitted Price Proposal Evaluation Workbook Sheet. If the selected vendor cannot proceed with the contract, GPA may elect to go to the next best BIDDER or cancel the bid.

**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.

<b>Bid Process Milestones</b>		<b>From Date</b>	<b>To Date</b>
<b>Bid Announcement</b>		9/20/2018	1/22/2019
<b>Pre-Bid Conference</b>		10/4/2018 9:00 AM	
Submit Questions		9/20/2018	11/16/2018
<b>Cut Off Date for Receipt of Questions</b>		11/16/2018 4:00 PM	
GPA Review and Answer Questions		11/19/2018	12/14/2018
Vendor Prepare Bids		09/20/2018	1/22/2019
<b>Cut Off Date for Receipt of Proposals (Qualitative/Technical and Price Proposals)</b>		1/22/2019 4:00 PM	
<b>EVALUATION Step One:</b>	1/28/2019	2/1/2019	2/5/2019
	2/5/2019	2/8/2019	2/19/2019
<b>EVALUATION Step Two:</b>	2/26/2019 2:00 PM		
	2/28/2019	3/1/2019	3/1/2019
	3/4/2019	3/8/2019	3/18/2019
Contract Finalization		3/22/2019	3/29/2019
Contract Approval & Award		TBD	TBD
Contract Signing		TBD	
Contract Mobilization		TBD	TBD
<b>CONTRACTOR Operational Commencement</b>		TBD	

Invitation for Bid (IFB) documents are organized into six separate volumes, as follows:

Volume I	—	Commercial Terms and Conditions
Volume II	—	Technical and Functional Requirements
Volume III	—	Used Oil Handling and Reprocessed Used Oil Delivery
Volume IV	—	Draft Contract
Volume V	—	Appendices
Volume VI	—	Schedules

In addition, the IFB documents include:

- Qualitative Proposal Scoring.xls
- Price Proposal Sheet.docx

### **1.1. Project Overview and Scope**

The Guam Power Authority is soliciting proposals from qualified firms for the collection, hauling and handling of Used Oil from GPA's Used Oil Facility. GPA offers the Used Oil from its Used Oil Facility without charges, for CONTRACTOR's use such as reprocessing. GPA does not require the CONTRACTOR to sell back reprocessed GPA Used Oil, GPA Used Oil from the contractor, but GPA offers the supply of reprocessed GPA used oil back to GPA as an option to the CONTRACTOR, so long as the reprocessed GPA Used Oil meets GPA's Specifications indicated in Volume VI Schedule A, at quantities specified by GPA in Volume II of this bid.

### **1.2. GPA Overview**

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. The authority also has installed and maintains an estimated combined total of 188 miles of 115 kV and 34.5 kV transmission lines and an estimated 495 miles of primary distribution lines, and 26 substations. In addition, the authority operates and maintains a total capacity of 18 MW for emergency generators to support 128 Guam Waterworks Authority water and sewage pump stations and sewage treatment facilities situated at various locations throughout the island and 10 portable units. GPA is comprised of several departments or divisions, which include Executive/Administrative, Finance, Computer Services, Engineering, Planning & Regulatory (Environmental), Safety, Human Resources, Customer Service, Facilities, Strategic Planning and Operations Research, Generation, Transmission & Distribution (T&D), and Transportation. Majority of the departments are located in Gloria B Nelson Public Service

Building (GPA Main Office), however T&D, Generation, and Transportation Offices and buildings are located throughout the island.

**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, January 22, 2019 4:00 PM**. In Step One, only the submitted Qualitative/Technical Proposals will be evaluated and determined whether Acceptable or Unacceptable. BIDDERS whose Qualitative/Technical Proposals are determined to be Acceptable shall qualify for Step Two. BIDDERS whose Qualitative/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 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 documentation submitted by the BIDDERS that do not conform to the language requirement shall not be included in GPA's evaluation. 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 Multi-Step Bid No., and addressed to:

ATTENTION: JOHN M. BENAVENTE  
GENERAL MANAGER

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

FAX: 1 (671) 646-3054 / 55  
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. All inquiries must be received by Procurement no later than **November 16, 2018 4:00 PM.**

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**

Before submitting their proposal, BIDDERS must familiarize themselves with the nature and extent of the work, duly noting any local conditions that may affect the work to be done and the labor, materials, and equipment required.

BIDDERS are also required to carefully examine all tender documents inclusive of all technical and functional requirements and to inform themselves of all conditions and requirements for the execution of the proposed work 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 will in no way relieve them of the obligations and responsibilities assumed under the contract.

### **2.4. Used Oil Facility Tour**

All prospective BIDDERS shall, at their own expense, visit Guam and GPA's Used Oil Facility 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 GPA Used Oil Facility, BIDDERS may request GPA for a scheduled Facility Tour at least five (5) business days prior to intended site visit date. All requests must be submitted as specified in Section 2.2. Upon approval and subject to the availability of the facility and designated employees from the Generation Division, GPA shall coordinate with the BIDDER regarding the tour details.

### **2.5. Solicitation Amendment**

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

[http://www.guampowerauthority.com/gpa\\_authority/procurement/gpa\\_current\\_rfps.php](http://www.guampowerauthority.com/gpa_authority/procurement/gpa_current_rfps.php).

The 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. Price Proposals shall be submitted in the form as found in Price Proposal Sheet.docx, based on **Volume II Section 5.2 Bid Price** on or before the Cut-Off Date for receipt of Proposals. Qualitative/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. Any equipment and material prices shall be provided on the basis of CIF to the Guam job site unloaded and shall provide a breakdown of the price/cost data.

**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. Qualitative Proposal Requirements**

Each BIDDER' Qualitative Proposal Package shall include the requirements listed below, in the format and quantities described.

**2.10.1.1 Qualitative/Technical Proposal**

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

- Complete printed copies of the Qualitative/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 "QUALITATIVE/TECHNICAL PROPOSAL";
- Checklist forms defined in Appendix A;
- All required documents as stated in Volume V of this bid
- All documents required and required in the Qualitative Proposal Worksheet
- Letters from Client References
- Supporting Documents.
- Supplementary information as described below.

A description for each requirement is included in the Qualitative Proposal Worksheet. These as well as all supplementary information and forms as required must be submitted in sufficient detail and clarity to permit



a complete evaluation of the proposal with respect to the Bid Requirements. Supplementary information includes documents, references, drawings, diagrams, catalogs, illustrations, and such other information as necessary to clearly support responses to the Qualitative requirements.

**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 2.1.10.5 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 V Appendices, is mandatory. GPA shall automatically disqualify any proposal submitted without the supplementary information and required forms listed below:

1. A copy of the BIDDER's Articles of Incorporation or other applicable forms concerning business organization (i.e. partnership, sole proprietorship, etc.) and By-Laws;
2. Affidavit of Disclosure of Major Shareholder;
3. Non-collusion Affidavit;
4. No Gratuities or Kickbacks Affidavit;
5. Ethical Standards Affidavit;
6. Compliance with U.S. DOL Wage Determination Affidavit;
7. Restriction Against Sex Offenders Affidavit;
8. Audited financial information on BIDDER's firm and all subcontractors that will be used in the performance of the requirements of this solicitation. BIDDERS must include their Dunn and Bradstreet Number or Other Major Credit Rating Agency rating.
9. Certificate of Good Standing to conduct business in jurisdiction of residence;
10. Information regarding outstanding claims against the BIDDER, if any;
11. Bid Bond ;





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

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

- Manually executed signatures and printed media documents;
- Chain of custody receipts;
- Manual time-stamps for receipt of IFB materials;
- Machine generated Fax confirmation reports;
- Secure notification e-mail;
- Physical delivery of printed material proposals;
- Physically secured area storage of IFB materials.

#### **2.10.4. Signature of Bidder**

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

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

Wherever a legal signature is required, receipt of an electronic signature will suffice to meet the submittal deadline for those electing to use the Electronic Proposal Submittal process. The original signed documents

must be reproduced electronically and be placed in the submitted compressed archive file. However, the original documents must be sent to GPA via post or courier and post-marked no later than the bid-opening date. In addition, GPA will accept an electronic scanned copy of Notarized documents with the compressed archive submitted will suffice to meet the proposal deadline. However, the original documents must be sent to GPA via post or courier and post-marked no later than the bid-opening date.

#### **2.10.5. Cut-Off Date for Receipt of Proposals**

**The Qualitative and Price Proposals have to be submitted on or before the GPA Cut-off Date for Receipt of Proposals, January 22, 2019 4:00 PM. 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 Qualitative Proposals**

After the Close of the Proposal submission date, the GPA Evaluation Committee shall evaluate the Qualitative or 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 Qualitative 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. **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 Qualitative or 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 an acceptable Qualitative Proposal. During the course of such discussions, the Procurement Officer or his designee shall not disclose any information derived from one Qualitative Proposal to any other BIDDER.

GPA may conduct discussions 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. During the course of such discussions, the Procurement Officer shall not disclose any information derived from a Qualitative Proposal 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 Qualitative Proposal evaluation and final determination of unacceptability. When the Procurement Officer or his designee determines a BIDDER's Qualitative Proposal to be unacceptable, such BIDDER shall not be afforded an additional opportunity to supplement its Qualitative Proposal.

**2.12. Step Two Procedures**

Upon completion of evaluation of Qualitative 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 Qualitative 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, which is on **February 26, 2019 2:00 PM**. 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 Qualitative Proposals that were determined during Step One to be responsive to the tender document requirements.

#### **2.13. Award of Contract**

The contract will be awarded to the BIDDER evaluated as being qualified and with the best-priced proposal. 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 equal to the **Annual Contract Fee** 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 \$150,000.00 (USD) 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:

(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.

### **3. Required Forms and Supplemental Information**

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

- Documents required as part of Qualitative Proposal Requirements;
- 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 and all subcontractors that will be used in the hauling and handling of GPA used oil, and supply of reprocessed used oil meeting GPA's specifications. BIDDERS must include their Dunn and Bradstreet Number or Other Major Credit Rating Agency rating.
- Certificate of Good Standing to conduct business in jurisdiction of residence;
- Information regarding outstanding claims against the BIDDER, if any;
- Required affidavits (Major Shareholders Disclosure; Non Collusion; Declaration Regarding Compliance with DOL Wage Determination; No Gratuities or Kickbacks; Ethical Standards Affidavit)
- Proposal Checklist
- Bid Bond
- A current Guam Business License. Although it is not required in order to provide a Bid for this engagement, obtaining a Guam 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 V Appendices*. All Appendices and the MS EXCEL Workbooks Qualitative Proposal Worksheet.xls and Price Proposal Sheet.docx must be completed:

- Appendix A: Proposal Checklists
- Appendix B: Bid Bond
- Appendix C: Major Shareholders Disclosure Affidavit
- Appendix D: Non-collusion Affidavit
- Appendix E: Local Procurement Preference
- Appendix F: Performance Bond
- Appendix G: No Gratuities or Kickbacks

- Appendix H: Ethical Standards Affidavit
- Appendix I: Declaration Re Compliance with U.S. DOL Wage Determination
- Appendix J: Restriction against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property
- Qualitative Proposal Worksheet.xls
- Price Proposal Sheet.docx

GPA also provides the following supplemental information in *Volume VI – Schedules*:

- Schedule A GPA's Specifications for Reprocessed Used oil
- Schedule B Used Oil Specifications
- Schedule C Historical Quantities, Used Oil Received in GPA Used Oil Facility
- Schedule D Reprocessed Used Oil Sampling, Testing and Delivery Guidelines
- Schedule E Used Oil Facility Diagram
- Schedule F Used Oil Handling/Disposal Procedure and Guideline
- Schedule G Appendices – Used Oil Handling Forms
- Schedule H Notification Listing

### **3.1. Qualitative 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 US DOL Wage Determination**

The BIDDER shall fill out and sign *Form E – Declaration of Compliance with US DOL Wage Determination* and submit it with 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 Qualitative Proposal.

**3.3. Price Proposal Sheet**

The BIDDER shall propose a Price Proposal in \$ per Gallon (\$/gal) based on GPA's Reference Price and Discount Offer in percentage, for each contract year in the worksheet, "Price Proposal Sheet.docx". Costs for optional extension years shall also be provided; doing so allows GPA to calculate the cost of the contract should it be extended for the additional contract periods.



#### 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 expertise, resources, skills, operating philosophy and commitments to perform specific tasks required under this solicitation. The qualitative proposal scoring is designed to assess the quality of the BIDDER's expertise, resources, skills, and the quality and comprehensiveness of the responses to specific questions or requirements.

##### 4.2. Qualitative Proposal Evaluation

GPA may elect to have up to five (5) evaluators for this IFB. Each evaluator shall assess and review the Bidder's Technical Proposal documents. Each GPA evaluator shall score each BIDDER separately under a point system to determine the acceptability of each Proposal. The majority of the determinations of GPA evaluators shall prevail in the decision to Qualify or not Qualify a BIDDER for Step 2 — Price Proposal.

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

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

The evaluators will use the supporting information on the following tabs for evaluation: **Proposal Scoring Information** tab and **CONTRACTOR Qualifications Checklist** tab. The Total Qualitative Score is **500 points**. Each GPA evaluator will analyze the contents of the Proposals and categorize the Proposals as:

- Acceptable: Score  $\geq$  70%
- Unacceptable: Score  $<$  70%.

A percent score of less than 70% 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
- Unacceptable.

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

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

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

**Hauling and Handling of GPA Used Oil and  
Supply of Reprocessed GPA Used Oil Meeting GPA’s Specifications  
Volume I: Commercial Terms and Conditions  
September 2018**

---

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	TOTAL ACCEPTABLE	TOTAL UN-ACCEPTABLE	QUALIFICATION
1								
2								
3								
4								
5								

**4.3. Price Proposal Evaluation**

The BIDDER shall propose a Price Proposal in \$ per Gallon (\$/gal) based on GPA’s Reference Price and Discount Offer in percentage.

After review of Price Proposal for compliance with the requirements of the solicitation, GPA will award the contract to the most responsive and responsible bidder with the lowest Price Proposal (highest discount) for the Contract Base Period, whose Qualitative Proposal was deemed Acceptable.

**5. Conditions of Contract**

**5.1. Definitions**

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

**Approved**

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

**Approved As Revised**

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

**Change Order**

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

**CONTRACTOR**

The CONTRACTOR with whom GPA has entered into the Contract Agreement.

**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 Goods and/or Special Services

**Defective**

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

**Drawings**

Drawings are all official drawings approved by the ENGINEER and showing the character and scope of the Goods to be furnished.

**Effective Date of the Contract Agreement**

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

**ENGINEER**

Wherever the words "ENGINEER" or "ENGINEERS" appear in the CONTRACT Documents, it shall mean GPA's engineer duly appointed as "ENGINEER". GPA shall assign several ENGINEERS as required to cover specialized areas of expertise.

**ENGINEER's Instructions**

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

**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.

**Goods**

All property required to be furnished by CONTRACTOR under the procurement documents.

**Modification**

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

**OWNER**

The Guam Power Authority (An autonomous instrumentality of the Government of Guam).

**Point of Delivery**

The place at which property in the goods shall pass to GPA shall be CIF landed at job-site, Guam, unloaded.

**Project**

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

**PURCHASER**

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

**Contract Agreement (Agreement)**

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

**Contract Documents**

The Contract Agreement, Bonds (where required), these General Conditions, any Supplementary Conditions, the Specifications, the Drawings and any other documents specifically identified in the Contract Agreement, together with all Modifications issued after execution of the Contract Agreement.

**Procurement Officer**

The General Manager of the Guam Power Authority or the General Manager's designee.

**Seller**

The CONTRACTOR

**SITE or Site**

The SITE is the area where the Project is to be constructed or executed. In this case, the SITE is the GPA Fuel Bulk Storage Facility as delineated in Volume II Technical and Functional Requirements and Volume III GPA Fuel Bulk Storage Facility Technical Description.

**Special Services**

Services to be furnished by CONTRACTOR at the GPA Fuel Facility as required by the Contract Agreement.

**Territory**

The Territory of Guam.

**5.2. Scope of the Agreement**

This CONTRACT supersedes any and all other agreements related to *Hauling and Handling of GPA Used Oil and Supply of Reprocessed GPA Used Oil Meeting GPA's Specifications*, either oral or in writing between parties hereto with respect to the retainment of the CONTRACTOR by the Authority and contains all of the covenants and agreements between the parties. Each party to this Contract acknowledges that no representation, promises or agreement, orally or otherwise, has been made by any party or anyone acting on behalf of any party and that no other agreement not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if in writing, and mutually agreed to and signed by both parties. For purposes of this Contract, both the signature of the General Manager and the Chairman of the Consolidated Commission on Utilities (CCU) are the only signatures that will effectively bind GPA to this Contract.

**5.3. Indemnity**

CONTRACTOR shall indemnify and hold GPA and ENGINEER harmless from any claim, liability or product liability, loss, damage, demand, cause of action or suit, expense, or fee of legal counsel arising out of or in connection with the Goods or Special Services provided by the CONTRACTOR.

**5.4. 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.

Where the Agreement covers the reimbursement of the traveling or living expenses of the CONTRACTOR's employees or agents, the CONTRACTOR agrees to furnish complete itemization and breakdowns of such expenses when requested by GPA.

In the event of any changes to or termination of the Agreement, or the furnishing of goods or services on a labor hour or a cost reimbursable basis, CONTRACTOR shall supply information in such detail as may be reasonably required by GPA to support all applicable charges. GPA, or an independent auditor designated by GPA, shall have the right to audit, during normal working hours, CONTRACTOR's accounts and records relating to such charges. The expense of such audit will be borne by GPA.

#### **5.5. Waiver of Claims**

The making and acceptance of final payment will constitute:

- A waiver of all claims by GPA against CONTRACTOR, except claims arising from unsettled liens, claims relative to defective Goods or special services appearing after final payment, or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; nor will final payment constitute a waiver by GPA of any rights in respect of CONTRACTOR's continuing obligations 'under the Procurement Documents; and
- A waiver of all claims by CONTRACTOR against GPA other than those previously made in writing and still unsettled.

#### **5.6. Supervision and Coordination by CONTRACTOR**

CONTRACTOR shall competently and efficiently manage, supervise, and direct production of the Goods and furnishing of Special Services and coordinate all operations required to deliver the Goods and furnish any required Special Services.

CONTRACTOR shall designate, in writing to GPA, a person with authority to act on behalf of CONTRACTOR with respect to CONTRACTOR's obligations under the CONTRACT Documents, and all communications given to or received from that person will be binding on CONTRACTOR.

CONTRACTOR shall perform all such activities as an independent CONTRACTOR and not as an agent of GPA. When others furnish materials and equipment for assembly by the CONTRACTOR, CONTRACTOR shall receive, unload, store, and handle it and become responsible therefore as though CONTRACTOR was furnishing such materials and/or equipment under the Agreement.

#### **5.7. Substitutions**



If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof certifying that the proposed substitute will perform adequately the function as called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's warranty or timely delivery of the Goods, whether or not acceptance of the substitute will require a change in any of the Contract Documents to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the production of the Goods is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair, and replacement service will be indicated. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense such additional data about the proposed substitute as is required by ENGINEER. GPA may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

#### **5.8. Documentation and Drawings**

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

The Agreement will not be deemed satisfactorily completed until all requirements have been complied with including, but not limited to, proper material documentation, final drawings and reproductions, and other requirements stated in the Contract Documents. GPA may withhold final payment hereunder, pending completion of all such requirements by the CONTRACTOR.

At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the drawings or documents may have from the requirements of the Specification or Contract Documents. CONTRACTOR shall also direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. CONTRACTOR's submission of any drawing or document bearing CONTRACTOR's approval shall constitute a representation to GPA and ENGINEER that CONTRACTOR assumes full responsibility for having determined and verified the design criteria, quantities, dimensions, installation requirements, materials, catalog numbers, and similar data and that CONTRACTOR has reviewed or coordinated each drawing or document with the requirements of the Contract Documents.

ENGINEER's review and approval of CONTRACTOR's drawings or documents will be only for conformance with the design concept of the Goods and for compliance with the information given in the Contract Documents. Such review and approval will not extend to design data reflected in drawings or documents that is peculiarly within the special expertise of CONTRACTOR or any party dealing directly with CONTRACTOR. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER when drawings or documents are marked "Approved As Revised" and shall return the required number of corrected copies.

GPA and/or ENGINEER shall have the right to reproduce any and all drawing, prints, or other data or documents received from CONTRACTOR that are considered necessary for engineering, construction, or other purposes, despite any notice to the contrary appearing on the item. When a drawing or document approval is required by the Specifications, CONTRACTOR shall not commence production of any part of the Goods affected thereby until such drawing or document has been reviewed and approved by ENGINEER.

ENGINEER's review and approval of CONTRACTOR's drawings or documents will not relieve CONTRACTOR from responsibility for any deviations from the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written concurrence and approval to the specific deviation, nor will any concurrence or approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the drawings or documents submitted.

#### **5.9. Continuing Performance**

CONTRACTOR shall continue its performance under the Agreement during all claims, disputes, or disagreements with GPA. Production of Goods will not be delayed or the timely delivery of Goods or furnishing of Special Services be prejudiced, delayed, or postponed pending resolution of any claims, disputes, or disagreements, except as CONTRACTOR and GPA may otherwise agree in writing.

#### **5.10. Access to Facility**

CONTRACTOR shall provide GPA, testing agencies, and governmental agencies with jurisdictional interests proper and safe access to the CONTRACTOR's Facility as is necessary for the performance of their functions and in connection with the Contract Documents.

**5.11. Expediting**

CONTRACTOR shall expedite delivery of the Goods and any related work of subcontractors. When requested or required by the Contract Documents, CONTRACTOR shall also provide GPA with an itemized schedule for engineering, outsourcing, fabrication, and shipping, which shall be followed by expediting reports including status of deliveries of materials and/or equipment purchased from subcontractors, if any, each month during its performance under the Agreement. If CONTRACTOR encounters delay in obtaining materials, or foresees any delay in its own manufacturing works, CONTRACTOR shall immediately inform GPA of such situation.

GPA and/or its designee shall be allowed reasonable access to CONTRACTOR's and its subcontractors' works for the purpose of expediting project progress.

Any expediting done by GPA shall not relieve CONTRACTOR from its obligations as to the Delivery Time specified in the Agreement.

**5.12. Compliance with Law**

CONTRACTOR shall comply, and secure compliance by its subcontractors, with all applicable laws or regulations in connection with the Goods and services furnished hereunder. This includes the securing of any business or other licensing, certifications, or permits required. If CONTRACTOR discovers any variance between the provisions of applicable laws and regulations and the drawings, Specifications, and other technical data furnished by the GPA, CONTRACTOR shall promptly notify GPA in writing thereof and obtain necessary changes from GPA before proceeding with the work affected thereby.

**5.13. Price Adjustment**

**Price Adjustment Methods**

Any adjustment in contract price within the parameters of this contract shall be made in one or more of the following ways:

- a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- b) By unit prices specified in the contract or subsequently agreed upon;

- c) By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- d) In such other manner as the parties may mutually agree; or
- e) In the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement

#### **Submission of Cost or Pricing Data**

The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations.

### **5.14. Changes**

#### **5.14.1. Change Order**

By a written order, at any time, and without notice to surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- a) Drawings, designs, or Specifications, if the supplies to be furnished are to be specially manufactured for the Territory in accordance therewith;
- b) Method of shipment or packing; or
- c) Place of delivery.

#### **5.14.2. Time Period for Claim**

Within 30 days after receipt of a written change order under **Paragraph 4.15.1 Change Order**, unless the Procurement Officer extends such period in writing or e-mail, The CONTRACTOR shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CONTRACTOR's claim unless the Territory is prejudiced by the delay in notification.

#### **5.14.3. Claims Barred After Final Payment**

No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

**5.14.4. Other Claims Not Barred**

In the absence of such a change order, nothing in this clause shall be deemed to restrict the CONTRACTOR's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on the General Officer's Actions or Omissions, - Notice of Claim", or for breach of contract.

**5.15. Contract Price**

The Contract Price constitutes the total consideration to be paid by GPA to THE CONTRACTOR for performing other services in connection therewith in accordance with the Contract Documents as amended by the parties pursuant to the Agreement. Unless expressly provided otherwise in the Contract Documents, the Contract Price is not subject to escalation in respect of materials and/or labor cost or any other factor or variation in rates of exchange, and all duties, responsibilities, and obligations assigned to or undertaken by THE CONTRACTOR shall be at its expense without change in the Contract Price. Charges, fees, CONTRACTOR's profit, and all other expense shall be deemed to be included in the Contract Price. Furthermore, the Contract Price includes management fees and incentive/penalty payments. Therefore, the Contract Price is dynamic but bounded.

Only a formal Change Order, accepted by GPA, may change the Contract Price. THE CONTRACTOR shall make any claim for an increase in the Contract Price in advance of performance of any such changes. However, GPA reserves the right to challenge or refute such claims.

**5.16. Payment Milestones and Schedule**

Payment milestones have been selected to clearly identify the actual status of the portion of the Work completed rather than anticipated project progress schedules. Payments will be based on actual completion of each milestone event, where applicable, and not on the scheduled completion date. When a change in the Agreement is approved, the total contract price will be altered to the new total, and the remaining milestone payments will be adjusted.

Milestones shall not be scheduled more frequently than once every month. GPA will not approve a milestone payment until all preceding milestones have been approved. GPA will make payments within thirty (30) days from receipt and approval of the invoice for the completed milestone.

The payment milestones for monies due to the CONTRACTOR from GPA are as follows:

- Monthly Fees based on the actual quantity of Reprocessed GPA Used Oil accepted at GPA's Designated Facility (or Facilities).

The payment milestones for monies due to GPA from the CONTRACTOR are as follows:

- Expenses resulting from minor repairs or penalties due to Oil Spills, Non-Compliance with Environmental, Local and Federal Regulations, due to the negligence on the part of the contractor.

#### **5.17. Force Majeure**

*Force Majeure* referred to herein shall mean an occurrence beyond the control and without the fault or negligence of the party affected including, but not limited to, acts of God or the public enemy, expropriation or confiscation; changes in law procedures, war, rebellion, or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, epidemics, catastrophes, or other similar occurrences which are not within the control of the party affected. However, the following shall not be considered as *Force Majeure*:

- a) Delay caused by lack or inability to obtain raw materials, congestion at CONTRACTOR's or its subcontractor's facilities, or elsewhere; market shortages, or similar occurrences, or
- b) Delay, either on the part of THE CONTRACTOR or its subcontractors, caused by shortages of supervisors or labor, inefficiency, or similar occurrences, or
- c) Sabotage, strikes, or any other concerted acts of workmen, which occur only in the facilities of THE CONTRACTOR or its subcontractors.

Should the circumstances of *Force Majeure* continue over a period of ninety (90) days, GPA has the right, if no other understanding is reached, to terminate the whole Agreement or any part thereof in accordance with Paragraph 4.28. Any delay or failure in performing the obligations under the Contract Documents of the parties hereto shall not constitute default under the Purchase Contract or give rise to any claim for damages or loss or anticipated profits if, and to the extent, such delay or failure is caused by Force Majeure, and if a claim is made therefore.

##### **5.17.1. Invocation of Force Majeure**

The party invoking Force Majeure shall perform the following:

- a) Notify the other party as soon as reasonably possible by facsimile, e-mail, telex, cable or Messenger/courier of the nature of Force Majeure, anticipated exposure time under Force Majeure,

and the extent to which the Force Majeure suspends the affected party's obligations under the CONTRACT;

- b) Consult with the other party and take all reasonable, prudent steps to minimize the losses of either party resulting from the Force Majeure;
- c) Resume the performance of its obligations as soon as possible after the Force Majeure condition ceases.

#### **5.17.2. Delivery Time and Force Majeure**

Only a Change Order may change contractual Delivery Times. THE CONTRACTOR as provided in **Paragraph 4.15** and its sub-paragraphs shall file all claims for an extension in the Delivery Time.

The Delivery Time will be extended in an amount equal to time lost due to delays caused by Force Majeure if a claim is made therefore as provided in this Paragraph. No amendment to the Contract Price, however, shall be allowable because of Force Majeure occurrences.

Notwithstanding the foregoing, all time limits stated in the Purchase Order documents are of the essence in the agreement. The provisions of this Paragraph shall not exclude recovery for damages (including compensation for additional professional services) for delays not caused by Force Majeure.

#### **5.18. Warranty**

THE CONTRACTOR'S obligation to furnish the Goods and Special Services and to perform other services in connection therewith in accordance with the Agreement is absolute, and THE CONTRACTOR warrants and guarantees to GPA that all Goods will be in accordance with the Contract Documents and will be new, fit for the purpose for which they are intended, and free from any defects, including faulty design, materials, or workmanship.

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

THE CONTRACTOR shall be responsible for remedying all defects, without limitation, in design, materials, workmanship, operating characteristics, or performance of the Goods developing within twelve (12) months from the date on which GPA has placed the Goods in continuous service, or within twenty-four

(24) months from the date of final payment, whichever date shall first occur, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or by any specific provisions of the Contract Documents.

Any part(s) supplied in replacement of the defective part(s) of the Goods or any Goods repaired pursuant to the provisions of this Paragraph shall be supplied or repaired on the same terms and conditions as provided for herein for the supply of the Goods and in particular a new warranty period shall apply. Such new warranty period shall expire on the date twelve (12) months from the date of such replacement or repair or on the expiration date of the warranty for the original Goods that were replaced or repaired, whichever is later.

In the event the CONTRACTOR furnishes special services for installation and startup, such services shall be rendered in a competent and diligent manner and in accordance with the Contract Documents, accepted industry practice and any applicable professional standards.

#### **5.19. Tests and Inspections**

GPA or its designee shall have the right to inspect or observe the production, inspection, or testing of the Goods at any time and place including the CONTRACTOR's facilities and those of its subcontractors where the Goods are being produced.

THE CONTRACTOR shall conduct, at its responsibility and expense, all tests and inspections called for by the Contract Documents. In the event that witness inspection by GPA is required under the Contract Documents, the costs and expense arising therefrom shall be borne by the CONTRACTOR, including inspector's fees, transportation, hotel, and general flying expenses. In the event that CONTRACTOR's inspection is required at the site, CONTRACTOR's transportation, hotel, and general living expenses shall be borne by the CONTRACTOR.

Any inspection made by the inspector of GPA and/or its designee will be final. Such inspections or the witnessing of CONTRACTOR's test and inspection by GPA and/or its designee shall not relieve THE CONTRACTOR of any of its responsibilities or liabilities under the Contract Documents, nor be interpreted in any way as implying acceptance of the Goods.

THE CONTRACTOR shall repair and replace, without cost or delay, anything found defective by tests and inspections, and also to bear all costs of re-inspection.



The CONTRACTOR must carry out at its authority and expense any inspection required by statutory Authority, governmental regulation, or other similar Authority on the codes or standards.

**5.20. Remedying Defective Parts**

If at any time GPA determines that the replacement parts are defective, THE CONTRACTOR shall, upon written notice from GPA, do all things necessary, at its expense, to make good the defects as soon as possible after being notified to do so by GPA. THE CONTRACTOR warrants that THE CONTRACTOR, unless otherwise agreed, shall remedy any defects. It is understood, that if so instructed by GPA, THE CONTRACTOR shall make shipment by the fastest available method.

In the event that THE CONTRACTOR does not take prompt action to fulfill its obligations hereunder as required by GPA and to the satisfaction of GPA, GPA may, after ten (10) days written notice to THE CONTRACTOR, and without prejudice to any of its rights under the Agreement, accept the defective Goods and carry out the remedial work itself instead of requiring correction or removal and replacement, and charge THE CONTRACTOR for the costs of the work. In an emergency where delay would cause serious risk of loss or damage, GPA may take such action without prior notice to or waiting for action by THE CONTRACTOR.

**5.20.1. Remedying Defective Special Services**

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

**5.20.2. Cost of Remedying Defects**

All direct, indirect, and other costs of correcting, removing, and replacing defective Parts or of obtaining Special Services elsewhere and of exercising GPA's rights and remedies under **Paragraph 4.4, 4.19**, and other sections as they apply, will be charged against THE CONTRACTOR and, if incurred prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Purchase Price, or if incurred after final payment, an appropriate amount will be paid by THE CONTRACTOR to GPA. Such direct, indirect, and other costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and

replacement of property of GPA or others destroyed or damaged by correction, removal, or replacement of defective Goods. The CONTRACTOR shall not be allowed an extension of the Delivery Time because of any delay in performance attributable to the exercise by GPA of GPA's rights and remedies under this paragraph.

**5.21. Stop Work Order**

**5.21.1. Order to Stop Work**

The Procurement Officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety-days (90-days) after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

- a) Cancel the stop work order; or
- b) Terminate the work covered by such order, as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

**5.21.2. Cancellation or Expiration of the Order**

If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

- a) The stop work order results in an increase in the time required for, or in the CONTRACTOR's cost properly allocable to, the performance of any part of this contract; and
- b) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

**5.21.3. Termination of Stopped Work**

If a stop work order is not canceled and the work covered by such order is terminated for default or Convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

**5.22. Termination for Convenience**

**5.22.1. Termination**

The Procurement Officer may, when the interest of GPA or the Territory so require, terminate this contract in whole or in part, for the Convenience of the Territory. The Procurement Officer shall give written notice of the termination to the CONTRACTOR specifying the part of the contract terminated and when termination becomes effective. [GSA Procurement Regulations 6-101.10.]

**5.23.2. CONTRACTOR's Obligations**

The CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the CONTRACTOR will stop work to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under terminated orders or subcontracts to the GPA. The CONTRACTOR must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**5.22.2. Right to Supplies**

The Procurement Officer may require the CONTRACTOR to transfer title and deliver to GPA in the manner and to the extent directed by the Procurement Officer:

- a) Training material;
- b) Any completed supplies; and,
- c) Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing material") as the

CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this contract.

The CONTRACTOR shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the CONTRACTOR in which the Territory has an interest. If the Procurement Officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of **Uniform Commercial Code of Guam (UCCG), Section 2706**. Utilization of this Section in no way implies that the Territory has breached the contract by exercise of the Termination for Convenience Clause.

### **5.22.3. Compensation Under Termination for Convenience**

The CONTRACTOR shall perform the following for compensation under termination for convenience.

- a) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for Convenience together with cost or pricing data to the extent required by **Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations** bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph (c) of this Paragraph.
- b) The Procurement Officer 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, and the contract price of the work not terminated.
- c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this subparagraph:
  - i. Contract prices for supplies or services accepted under the contract;
  - ii. Costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted 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 subcontracts or orders pursuant to **Paragraph 4.23.2** of this clause. These costs must not include costs paid in accordance with other subparagraphs 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 subcontracts there under, 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 to 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 subparagraph (b) of this Paragraph, and the contract price of work not terminated.
- d) Cost claimed, agreed to, or established under subparagraph (b) and (c) of this Paragraph shall be in accordance with **Chapter 7 (Cost Principles) of the Guam Procurement Regulations. 13 GCA 2796 (UCCG)** states:

**2706. SELLER's Resale Including contract for Resale**

- (1) Under the conditions stated in **Section 2703** on CONTRACTOR's remedies, the CONTRACTOR may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the CONTRACTOR may recover the difference between the resale price and the contract price together with an incidental damages allowed under the provisions of this division (Section 2710), but less expenses saved in consequence of the buyer's breach.
- (2) Except as otherwise provided in Subsection (3) or unless otherwise agreed resale may be at public or private sale including sale by way of one or more contracts to sell or of identification to an existing contract of the CONTRACTOR. Sale may be as a unit or in parcels and at any time and place and on any terms, but every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable. The resale must be reasonably identified as referring to the broken contract, but it is not necessary that the goods be in existence or that any or all of them have been identified to the contract before the breach.

- (3) Where the resale is at private sale the CONTRACTOR must give the buyer [i.e., GPA] reasonable notification of his intention to resell.
- (4) Where the resale is at public sale:
  - (01) Only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and
  - (02) It must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to decline in value speedily the CONTRACTOR must give the buyer [i.e., GPA] reasonable notice of the time and place of the resale; and,
  - (03) If the goods are not to be within the view of those attending the sale, the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective BIDDERS; and
  - (04) The CONTRACTOR may buy.
- (5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer [i.e., GPA] even though the CONTRACTOR fails to comply with one or more of this section's requirements.
- (6) The CONTRACTOR is not accountable to the buyer [i.e., GPA] for any profit made on any resale. A person in the position of a CONTRACTOR (**Section 2707**) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (Subsection 3) of Section 2711."

### **5.23. Termination for Defaults**

#### **5.23.1. Default**

If the CONTRACTOR refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the CONTRACTOR in writing of the delay or non-performance and if not corrected in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the CONTRACTOR's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The CONTRACTOR

shall continue performance of the contract to the extent it is not terminated and shall be liable for excess cost incurred on procuring similar goods or services.

**5.23.2. CONTRACTOR's Duties**

Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which GPA has an interest.

**5.23.3. Compensation**

Payment for completed supplies delivered and accepted by the GPA shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject to the CONTRACTOR's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. GPA may withhold from amounts due the CONTRACTOR such sums as the Procurement Officer deems to be necessary to protect the GPA against loss because of outstanding liens or claims of former lien holders and to reimburse the PURCHASER for the excess costs incurred in procuring similar goods and services.

**5.23.4. Excuse for Nonperformance or Delayed Performance**

Except with respect to defaults of subcontractors, the CONTRACTOR shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the CONTRACTOR to make progress in the prosecution of the work hereunder which endangers such performance) if the CONTRACTOR has notified the Procurement Officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; act of the Territory and any other governmental entity in its sovereign restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the contract requirements. Upon request of the CONTRACTOR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the

excusable cause, the CONTRACTOR's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the GPA under the clause entitled "Termination For Convenience". (As used in the Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

**5.23.5. Erroneous Termination for Default**

If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Section 53.4. Excuse for Nonperformance or Delayed Performance, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for Convenience of GPA, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for Convenience of GPA, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the CONTRACTOR's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

**5.23.6. Additional Rights and Remedies**

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**5.24. Disputes**

All controversies between GPA and the CONTRACTOR, which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be resolved under Guam Procurement Law and the Government Claims Act.

**5.25. Consequential Damages**

Unless expressly provided for otherwise in this Agreement, neither party, including their agents and employees, shall be liable to the other party for consequential damages, including, but not limited to, loss of use, loss of profit and interest due to breach of contract, breach of warranty, negligence, or any other cause whatsoever, provided nothing herein shall relieve CONTRACTOR from its liability for injury to persons or



property, including property of GPA, whether such liability arises in contract, including breach of warranty, or tort, including negligence.

**5.26. Notices**

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

**5.27. Computation of Time**

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the time computation.

**5.28. 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

**5.29. Governing Law**

The laws of Guam shall govern the validity and interpretation of these conditions, the Agreement and legal relations of the parties. CONTRACTOR shall not transfer or assign to any third parties any obligations or rights under the Agreement, nor any claims against GPA arising directly or indirectly out of the Agreement.

CONTRACTOR shall not sublet the Agreement in whole or in part without the prior written consent of GPA. Written consent of GPA for subletting shall not relieve CONTRACTOR of any of his obligations under the Agreement.

**5.30. Non-waiver**

GPA shall not consider any provisions of this Agreement waived unless GPA gives notice of such waiver in writing. Even if such notice has been given, such waiver shall not be construed as being a waiver of any other past or future right of GPA under the provisions of this Agreement, unless otherwise expressly stipulated therein. Failure of GPA to insist upon strict performance of any of the terms and conditions hereof, or failure or delay of GPA to insist upon strict performance of any of the terms and conditions hereof, or failure or delay of GPA to exercise any acts, rights, or remedies provided herein or by law shall not relieve CONTRACTOR of liability under any guarantees or of obligations under the Agreement and shall not be deemed a waiver of any right of GPA to insist upon strict fulfillment of the Agreement or of any of GPA's rights or remedies as to the Goods or special services furnished.

**5.31. Severability**

If any work, phrase, clause, article, or other provision of this Agreement is or is deemed or adjudicated or otherwise found to be against public policy, void, or otherwise unenforceable, then said work, phrase, clause, article, or other provision shall be deleted or modified, in keeping with the express intent of the parties hereto as necessary to render all the remainder of this Agreement valid and enforceable. All such deletions or modifications shall be the minimum necessary to effect the foregoing.

**5.32. Rights and Remedies**

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, will be in addition to, and shall not be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents will survive final payment and termination or completion of this Agreement.

**5.33. New material**

Unless this contract specifies otherwise, the CONTRACTOR represents that the Goods and components are new. If the CONTRACTOR believes that furnishing used or reconditioned Goods or components will be in

GPA's interest, the CONTRACTOR shall so notify GPA in writing. The CONTRACTOR's notice shall include the reasons for the request along with a proposal for any consideration to GPA if GPA authorizes the use of used or reconditioned Goods or components.

**5.34. Claims based on the General Manager's Action or Omissions**

If any action or omission on the part of the General Manager, or his/her designee, requiring performance changes within the scope of the contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) The CONTRACTOR shall have given written notice to the General Manager, or his/her designee:
  - i. Prior to the commencement of the work involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
  - ii. Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the work; or
  - iii. Within such further time as may be allowed by the Procurement Officer in writing. This notice shall state that the CONTRACTOR regards the act or omission as a reason that may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.
- (2) The notice required by subparagraph (1) of this Paragraph describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (3) The CONTRACTOR maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

**5.35.1 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.

**5.35.2 Standards of Design and Workmanship**

The finished Work shall be complete in all respects. The intent of the Specifications is to acquire or purchase management services, training, operations and maintenance materials and services, and supply and inventory management and control. All hardware shall be manufactured, fabricated, assembled, finished, and documented with quality workmanship throughout, and all of its components shall be new and suitable for the purposes specified, All firmware/software shall be designed, implemented, tested, and documented in accordance with the best and recognized correct practices and shall be suitable for the purpose specified. All work shall conform to industry best practices.

**5.35. Standard Work Schedule**

Work scheduled and performed by the CONTRACTOR on GPA's premises shall conform to published GPA working hours and shall account for GPA's observed holidays.

**5.36. Interference with Operation**

Interference with normal operation of GPA's facilities or equipment, or that of any CONTRACTORS or subCONTRACTORS on GPA's premises, shall be avoided. The GPA's representative will determine in advance whether such interference is unavoidable and will establish the necessary procedures under which the interferences will be allowed.

**5.37. 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.

**5.38. Liens**

In the event that a lien of any nature shall at any time be filed against the hardware, firmware, or software or the CONTRACTOR's facility by any person, firm, or corporation which has supplied material or services at the request of the CONTRACTOR, and for the cost of which the CONTRACTOR is liable under the terms of the Agreement, the CONTRACTOR agrees, promptly on demand of GPA and at the CONTRACTOR's expense, to take any and all action necessary to cause any such lien to be released or discharged therefrom. The CONTRACTOR agrees to hold GPA harmless from all liens, claims, or demands in connection with the Work.

**5.39. Title**

Title to any of the hardware, firmware, and software, management practices, training and other documents and/or processes required by GPA to continue the improved management, operations and maintenance of the GPA Fuel Bulk Storage Facility will pass to GPA upon placement of the equipment within GPA's premises prior to commencement of its installation, subject to GPA's inspection thereof. The CONTRACTOR shall retain title and be responsible for movement of the equipment from the delivery carrier onto the premises and the subsequent unpacking of the equipment. If, for any reason, the Work is terminated prior to its completion, the title to all the Work performed to that time including all hardware, firmware, software, management practices, training and other documents and/or processes required by GPA to continue the improved management, operations and maintenance of the GPA Fuel Bulk Storage Facility, whether in the CONTRACTOR's facility, in transit, or on GPA's premises, shall immediately pass to GPA.

**5.40. Insurance**

CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this section and GPA has approved such insurance, nor shall the CONTRACTOR allow any Subcontractor to commence work on this subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. CONTRACTOR and Subcontractor shall maintain all insurance required during the course of the work.

**5.41. CONTRACTOR's and Subcontractors' Insurance**

*A. Mandatory Insurance Requirements*

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

1. **General Liability.** General Liability including products, completed operations and contractual coverage for this Agreement. It shall have coverage for "on an occurrence basis" commercial general liability which includes owner's and CONTRACTOR's protective and contractual liabilities, and have a general aggregate limit of One Million US Dollars (US\$1,000,000), a products and completed operations aggregate limit of One Million US Dollars (US\$1,000,000), and a single occurrence limit of One Million US Dollars (US\$1,000,000), and One Million US Dollars (US\$1,000,000) for any of the above. GPA shall be additional insured.
2. **Auto Liability.** Auto Liability covering bodily injury and property damage. It shall carry coverage for owned, hired and non-owned vehicles, which includes endorsement for loss, property damage or destruction and personal bodily injury in single aggregate minimum amount of One Million US Dollars (US\$1,000,000) for each occurrence. GPA shall be additional insured.
3. **Excess Liability.** Excess Liability with limits of \$5,000,000 or higher. GPA shall be additional insured.
4. **Worker's Compensation and Employer's Liability.** Worker's Compensation and Employer's Liability – Statutory Limits. The coverage shall include all employees and all statutory limits and requirements for workers' compensation for the Territory of Guam, and including but not limited to employers' (CONTRACTOR) liability for employee bodily injury. Add Waiver of Subrogation endorsement in favor of GPA.
5. **Pollution Liability Insurance.** CONTRACTOR shall carry at a minimum one million US dollars (US\$1,000,000.00) per occurrence pollution liability insurance.

***B. Optional Insurance:***

Bidders are requested to place Price Proposal for the following additional requirements, which GPA may require the Bidder to obtain upon notification of contract award in lieu of or in addition to basic insurance requirements above. If bidder cannot provide policies stated below, please indicate by replying "Unable to provide."

**General Liability.** In addition to requirements above, add Waiver of Subrogation in favor of GPA.

**Auto Liability.** In addition to requirements above, add Waiver of Subrogation in favor of GPA.

**Excess Liability.** In addition to requirements above, add Waiver of Subrogation in favor of GPA.

**Worker's Compensation and Employer's Liability.** Increase coverage to \$1,000,000 / \$1,000,000/  
\$1,000,000.

**Pollution Liability.** Increase Pollution Liability coverage to \$5,000,000.00 per occurrence, and GPA shall be an additional insured. Waiver of subrogation shall be granted in favor of GPA.

**Professional Liability or Architects and Engineers Liability** in the amount of \$1,000,000.

**Builder's Risk or Installation Floater,** when applicable, is to be furnished by CONTRACTOR, which shall include GPA as named insured.

#### **5.41.1. Indemnification**

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

#### **5.41.2. Certificate of Insurance**

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

#### **5.41.3. Insurance Company and Agent**

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

#### **5.42. GPA Insurance**

GPA agrees that it will keep the property and machinery and equipment insured, at a minimum, against loss or damage by fire with extended coverage endorsement for full replacement value as determined by GPA from time to time. Such insurance shall be issued by financially responsible insurers duly authorized to do

business in the state or territory where the property is located and shall contain the standard form of waiver of subrogation. The insurance company shall be required to give GPA not less than thirty days (30) notice in the event of cancellation or material alteration of such coverage. Nothing contained herein shall be construed as creating any liability or responsibility on the part of the CONTRACTOR for the adequacy of insurance coverage on the property. As to any insurable risks of loss or damage to the property and machinery and equipment not required to be insured hereunder, GPA shall bear the cost of the same. GPA shall be deemed to be self-insured as to the deductible or co-insurance amount applicable to such insurance coverage and shall pay any deductible or co-insurance amount applicable in the event of such loss or damage.

**5.43. Waiver of Subrogation**

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



**Invitation for Multi-Step Bid  
No. GPA-118-18**

**HAULING AND HANDLING OF GPA USED OIL AND SUPPLY OF  
REPROCESSED GPA USED OIL MEETING GPA'S SPECIFICATIONS**



**Volume II**

**Technical and Functional Requirements**

**September 2018**

# TABLE OF CONTENTS

Section	Description	Page
1.	Overview .....	1
2.	Proposal Requirements .....	2
2.1.	Used Oil Handling and Hauling Experience.....	2
2.2.	Qualifications / Qualitative Proposal .....	2
2.2.1.	Business Structure and Business Approach .....	2
2.2.2.	Financial Information .....	2
2.2.3.	Presentation of Technology for Reprocessing Used Oil.....	3
2.2.4.	Technical Requirements .....	4
2.2.5.	Compliance with Local and Federal Requirements .....	4
2.2.6.	Proposed Supply Schedule and Quantities .....	4
2.2.7.	Letters of Recommendation from Client References .....	5
2.2.8.	Supporting Documents .....	5
2.3.	Price Proposal .....	5
3.	Used Oil Handling, and Receiving of Reprocessed Oil .....	6
3.1.	Used Oil Collection from GPA’s Used Oil Facility .....	6
3.2.	Storage and Reprocessing of Used Oil .....	7
3.3.	Sampling and Testing of Reprocessed Used Oil.....	8
3.4.	Delivery of ULSD from Reprocessed Used Oil from GPA WOF .....	9
4.	Other Requirements .....	12
4.1.	Reprocessed Used Oil Quality.....	12
4.2.	Disposal of Used Oil and Waste Products.....	12
4.3.	Amendment of Product Specification.....	12
4.4.	Compliance with All Applicable Local and Federal Regulations.....	13
4.5.	Liability and Damages .....	13
4.6.	CONTRACTOR’s Insurance .....	13
A.	Mandatory Insurance Requirements.....	14
B.	Optional Insurance: .....	15
4.7.	Indemnity.....	16
4.8.	Oil Spill Inventory / Equipment.....	16
4.9.	Oil Pollution Act of 1990 .....	16
4.10.	Membership with a Qualified and Certified Spill Response Company .....	16
4.11.	Federal and Local Regulatory Compliance.....	17

# TABLE OF CONTENTS

Section	Description	Page
5.	Contract Price, Bid Price, Price Proposal Evaluation.....	18
5.1.	Contract Price .....	18
5.2.	Bid Price .....	19
5.3.	Invoice Price Determination .....	21
5.4.	Award of Contract.....	21
5.5.	Illustration of Bid Price Calculation, Invoice Calculations.....	21
6.	Contract Terms .....	22
6.1.	Contract Period.....	22
6.2.	Contract Extension Periods.....	22

## 1. Overview

The Guam Power Authority (GPA), hereinafter referred to as GPA, seeks to contract a firm to collect Used Oil from GPA's Used Oil Facility without charges, for CONTRACTOR's use such as for reprocessing. GPA does not require the CONTRACTOR to sell back reprocessed GPA Used Oil but offers this as an option to the CONTRACTOR so long as the reprocessed GPA Used Oil meets GPA's Specifications indicated in Volume VI Schedule A, at quantities specified by GPA in Volume II of this bid.

The CONTRACTOR shall be responsible for the following items:

- Hauling of Used Oil from GPA's Used Oil Facility into CONTRACTOR's Used Oil Reprocessing Facility.
- If CONTRACTOR chooses to reprocess the fuel oil and supply it to GPA, CONTRACTOR shall:
  - Test Reprocessed GPA Used Oil for compliance with GPA Specifications.
  - Delivery to GPA's designated power plants, provided reprocessed fuel oil meets GPA's Specifications for Reprocessed Used Oil, at a \$/gallon rate inclusive of hauling, as specified in CONTRACTOR's Price Proposal. Quantity shall not exceed the daily quantity required by GPA, and total quantity delivered to GPA shall not exceed total quantity collected and hauled from GPA Used Oil Facility. **Please note that the specification requirements change in 2022/2023. GPA will initially require specifications similar to 5000 PPM Sulfur Diesel; on or about 2023, the specifications change to those similar to Ultra-Low Sulfur Diesel, with Sulfur content 15 ppm maximum.**

GPA receives Used Oil into its Used Oil Facility (WOF), from various sources such as the GPA Piti#8 and #9 Power Plant, GPA Transportation Division, GPA Substation, and from various facilities on-island, as mandated by Governor Ada's directive in 1990. With the exception of Used Oil from Piti#8 and #9 Power Plant, all Used Oil received in the facility must meet the requirements stated in Schedule B of this bid, as mandated by USEPA. The Used Oil collected in the WOF is used in Cabras 1&2 Facility, as a minimum addition to the primary fuel which is Residual Fuel Oil.

GPA intends to address the proper disposal of Used Oil received in its WOF by seeking qualified firms to reprocess the Used Oil such that it meets GPA's specifications for Reprocessed Used Oil and be utilized in a designated GPA facility (or GPA facilities).

## **2. Proposal Requirements**

### **2.1. Used Oil Handling and Hauling Experience**

The CONTRACTOR must have progressive successful experience in the business of Used Oil hauling, handling and Used Oil re-processing. The more extensive experience in the business of Used Oil hauling, handling and Used Oil Reprocessing will be an advantage.

### **2.2. Qualifications / Qualitative Proposal**

The CONTRACTOR shall demonstrate sufficient qualifications for this solicitation by providing the following as part of the Qualitative or Technical Proposal:

#### **2.2.1. Business Structure and Business Approach**

The CONTRACTOR shall provide company information such as name, local address, corporate headquarters (if any) and affiliate company in support for the performance of the required services. The business structure and nature of services provided shall be provided together with the company information. A copy of the Articles of Incorporation and By-Laws or other applicable forms concerning the business organization is also requested. A description of CONTRACTOR's organizational structure, subsidiaries and parent companies, short biographies of company officers, and proposed project and management teams shall also be included.

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

#### **2.2.2. Financial Information**

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

1. Historical financial records, reviewed or audited by certified reviewing or auditing firm(s), as follows:
  - a. For publicly traded entities:
    - o Audited financials for the last three consecutive fiscal years; or audited financials for the latest three consecutive fiscal years for which audited financial statements are available and unaudited financial statements for the most recent fiscal year ended; and

- o Balance Sheet, Income statement and financial ratios for the last three consecutive fiscal years.
- b. For private, non-publicly traded entities:
  - o Unaudited financials for the last five consecutive fiscal years; and
  - o Disclosure of major creditors and lien holders; and
  - o Letters from creditors and lien holders that CONTRACTOR has been making payments according to loan agreements and is current on their account.
- 2. Guam Tax Clearance from the Guam Department of Revenue & Taxation, if locally registered.
- 3. Creditworthiness information, including but not limited to:
  - a. A notarized statement that there are no outstanding or potential litigations or liens against the CONTRACTOR; and
  - b. Dunn and Bradstreet number and most recent reports (preferred); or any other information supporting that the CONTRACTOR is creditworthy.
- 4. The CONTRACTOR shall also provide a copy of the Insurance Policy demonstrating compliance with the Insurance Requirements specified in Volume I Commercial Terms and Conditions.

**2.2.3. Presentation of Technology for Reprocessing Used Oil**

The CONTRACTOR shall demonstrate its capability to reprocess Used Oil to meet GPA's Ultra-Low Sulfur Diesel Specifications:

- (a) Detailed description of the technology proposed for the collection of Used Oil and processing of Used Oil into an acceptable reprocessed Used Oil product, including information on the commercial applications of the technologies used for collecting and processing Used Oil into a product meeting GPA's Reprocessed Used Oil specifications (example: location of facility, quantity processed, etc.)
- (b) Evidence that the technology and process proposed has been in commercial operation for at least five (5) years.
- (c) Evidence of CONTRACTOR's experience with installation, operation and maintenance of proposed technology and processes.
- (d) Evidence of CONTRACTOR's certification and qualification to install, operate and maintain proposed technology and processes, including any contracts with OEMs.

GPA may consider providing a portion of the Cabras Facility for CONTRACTOR's use in collection and processing, subject to a review of the CONTRACTOR's footprint requirement and operations proposal by

GPA. CONTRACTOR may indicate in the proposal if such needs exist, for GPA to consider if contract is awarded. However, proponent may only be able to use the facility within the next five (5) to ten (10) years.

#### **2.2.4. Technical Requirements**

The CONTRACTOR shall demonstrate its experience and expertise in the management and operation of Used Oil handling, Used Oil collection, and Used Oil processing facilities, as well as in petroleum handling and storage:

- (a) Supporting information showing a minimum of five (5) years progressive experience in Used Oil Handling, Used Oil Collection, Used Oil Reprocessing;
- (b) Supporting information showing a minimum of five (5) years progressive experience in Petroleum Handling, Petroleum Storage and Petroleum Delivery;
- (c) Experience in handling tank and pipeline leaks, and major incidents in fuel bulk storage facilities, and implementation/completion of remedies ;
- (d) Mobilization capability for resources required in emergency oil spills or incidents
- (e) Experience and expertise in complying with local and federal laws regarding environmental compliance, specifically with the handling, storage, and transport of oil products; creation, approval and execution of Spill Prevention, Control and Countermeasure Plan (SPCC Plan) and Best Management Practices (BMP), and any other pertinent local and environmental regulations, requirements and practices, such as but not limited to OPA 90, FRP, etc. Other activities related to Fuel Bulk Storage Facility Management.

#### **2.2.5. Compliance with Local and Federal Requirements**

The CONTRACTOR shall demonstrate its familiarity, expertise, and experience with local and federal laws regarding Used Oil and fuel oil, specifically with the handling, storage and transport of oil products. The contractor shall also be solely responsible for ensuring that Used Oil reprocessing facility and processes comply with all applicable local and federal laws and requirements.

#### **2.2.6. Proposed Supply Schedule and Quantities**

The CONTRACTOR shall provide GPA a proposed schedule to begin supplying ULSD from reprocessed Used Oil, including projected frequency and volume, subject to the reprocessed Used Oil meeting the ULSD Specifications required by GPA. GPA shall solely determine if the proposed frequency and volumes are acceptable, but GPA reserves the right to reduce the quantities or frequency of deliveries, as may be needed by the designated facility or facilities.

**2.2.7. Letters of Recommendation from Client References**

The CONTRACTOR shall also provide at least three letters from Client References containing project description summaries for work performed under a scope similar to this solicitation, and details on the proponent's qualifications for and performance of the tasks assigned by client.

**2.2.8. Supporting Documents**

The CONTRACTOR shall also provide the following documents to supplement their Qualitative Proposal:

- (a) Certificate of Good Standing to conduct business in jurisdiction of residence
- (b) Certifications related to Used Oil and/or Petroleum Handling Work
- (c) Any other information, brochures, company profile publications that may help the Authority in the evaluation and selection process

**2.3. Price Proposal**

The Price Proposal is broken down as follows:

- (1) GPA's Reference Price of \$/gallon for ULSD
- (2) Bidder's proposed Discount Rate, in %
- (3) Discount Fee, \$/gallon

The most responsive and most responsible bidder with the highest discount, which yields the lowest Net \$/gallon price will be awarded the contract. This Price Proposal is inclusive of services to collect fuel from GPA Used Oil Facility, and for delivery into GPA's designated facility or facilities.



### **3. Used Oil Handling, and Receiving of Reprocessed Oil**

#### **3.1. Used Oil Collection from GPA's Used Oil Facility**

The CONTRACTOR awarded this contract must:

- (1) Plan for the scheduled collection of Used Oil during normal business hours, except during emergency situations, in coordination with GPA's Generation Division and the Generation Division's Performance Management Contractor (PMC) for Cabras 1&2 Power Plant. GPA Generation Division's business hours are from 7:00 AM to 5:00 PM daily. CONTRACTOR and GPA shall each appoint a primary contact and alternate contact for the collection of Used Oil from GPA WOF. In addition to the GPA WOF, GPA may also request the contractor to haul and collect used oil from potential additional sites, as follows:
  - a. Within Cabras Power Plant (Cabras 1&2, Cabras 3&4)
  - b. Within Piti Power Plants or Facilities (Piti 7, Piti 9 and 9, or Piti 4 and 5)
  - c. GPA's Fuel Bulk Storage Facility
- (2) Assign a qualified and certified Third-Party Inspection Contractor to conduct services as specified in this section. The Third Party Inspection Contractor shall be approved by GPA, but all costs will be borne by CONTRACTOR.
- (3) Collect Used Oil from GPA's Used Oil Facility (WOF), at dates and times agreed upon between CONTRACTOR and GPA's Generation Manager, Asst. Generation Manager or their Designee, and the Cabras 1&2 Power Plant Performance Management Contractor.
  - a. CONTRACTOR shall equip its vacuum trucks with transfer pumps and meters and/or whatever else is necessary to collect Used Oil from GPA's WOF. The tanker truck meter shall be utilized to determine the quantity of Used Oil received by CONTRACTOR
  - b. The Third-Party Inspection Contractor shall conduct inspection of CONTRACTOR's Vacuum Truck to confirm that it is empty. Once inspection is complete, CONTRACTOR shall load/transfer Used Oil to its vacuum truck. Once Used Oil transfer and loading is completed, all intake and discharge ports shall be secured/sealed by the Third-Party Inspection Contractor approved by GPA. This is to ensure that no additional amount of Used Oil is added to possibly contaminate the vacuum truck content.
  - c. CONTRACTOR shall provide GPA a collection ticket wherein at a minimum, the following information will be included:
    - Date and time of collection
    - Quantity collected

- CONTRACTOR's representative's signature
  - GPA representative's signature and/or PMC representative's signature
  - Third Party Inspector's Signature
- d. CONTRACTOR shall closely coordinate with the GPA Generation Division and GPA Cabras 1&2 PMC and shall exercise its best efforts to collect Used Oil during the mutually agreed-upon schedule and quantities.
- (4) GPA shall ensure that standard operating procedures and best management practices for the operation of the WOF and receiving tanker truck are implemented during collection. GPA has the right to decline collection of Used Oil from WOF if CONTRACTOR and CONTRACTOR's Tanker Truck is not properly equipped to receive Used Oil, or if there is proof that there is contamination within the vacuum truck.

GPA receives approximately 5,000 to 8,000 gallons of Used Oil weekly from Piti 8&9 (MEC) Power Plant. Quantity received from other sources vary, please see Volume VI Schedule C for the historical quantities as reported by GPA's Generation Division. While GPA does not limit the quantity of waste oil that CONTRACTOR plans to haul from GPA WOF, CONTRACTOR is required to advise GPA of the schedule and quantity to be collected, subject to the approval of GPA Generation Manager or his designee.

### **3.2. Storage and Reprocessing of Used Oil**

If the CONTRACTOR awarded this contract plans to supply reprocessed GPA used oil to GPA, CONTRACTOR must:

- (1) Store Used Oil collected from GPA from tanker truck into CONTRACTOR's proper storage facility assigned to store GPA Used Oil until ready for re-processing. The storage facility shall be secured and sealed and no Used Oil shall be added to contaminate the existing Used Oil in the designated storage facility except additional Used Oil collected from GPA's WOF. Seal Numbers must be recorded into the delivery tickets and each number initialed by the terminal dispatch officer for verification by the GPA Receiving Facility upon the next collection of waste oil.
  - a. A sample seal is attached in Schedule G. Contractor must present proof that storage tank is sealed every week upon collection of Used Oil from GPA WOF.
  - b. If Used Oil collected from GPA WOF is to be stored in the designated storage facility that already stores Used Oil collected from GPA WOF, then the storage facility shall be secured and re-sealed following off-loading of additional Used Oil.
- (2) Re-process Used Oil collected from GPA WOF in CONTRACTOR's facility to produce fuel meeting the applicable GPA's Specifications for Reprocessed Used Oil, illustrated in Volume VI, Schedule A.

CONTRACTORS should note that there are different requirements for 2019-2022, when reprocessed used oil will be delivered to Cabras 1&2 power plant, and between 2023 to 2029, when reprocessed used oil will be delivered to other GPA power plant or power plants. The change is due to the retirement of Cabras 1&2 power plant, which is estimated to be sometime between January 2022 to December 2023. The CONTRACTOR may also be required to ensure that reprocessed Used Oil meet other regulations, such as those that may come from USEPA and Guam EPA.

- (3) Conduct daily determination of fuel oil quantity for all transfers, receipts, deliveries and for inventory. A report shall be submitted to GPA, for the purposes of tracking Used Oil transfers and estimated reprocessed oil quantity.
- (4) Dispose of any waste products resulting from the reprocessing of GPA Used Oil. GPA shall not be responsible for disposal of any Used Oil nor waste products resulting from the reprocessing of Used Oil obtained from GPA WOF. Nor shall GPA accept into the facility any Used Oil from CONTRACTOR resulting from the reprocessing of the Used Oil already obtained from GPA WOF.

### **3.3. Sampling and Testing of Reprocessed Used Oil**

If the CONTRACTOR awarded this contract plans to supply reprocessed GPA used oil to GPA, then CONTRACTOR must comply with GPA's requirements regarding the Sampling and Testing of Reprocessed Used Oil as follows:

- (1) The CONTRACTOR shall designate storage facilities for storage of reprocessed Used Oil collected from GPA's WOF.
- (2) CONTRACTOR shall assign a Third-Party Testing Facility to conduct all required sampling and testing. GPA shall approve the Third-Party Testing Facility, but all sampling and testing costs will be borne by CONTRACTOR.
- (3) The storage tank and designated tanker truck with Reprocessed Used Oil will be presented to GPA's Designated Facility and GPA's Planning and Regulatory Division and sampling and testing to be witnessed by GPA designated representative and conducted by approved Third-Party Testing Facility.
- (4) At GPA's discretion, sampling will be required at either or both the CONTRACTOR's storage facility for re-processed GPA Used Oil, or at the tanker truck to be used for delivery to the designated GPA Facility or Facilities.
- (5) After sampling has been completed, storage facility and/or tanker truck shall be secured and sealed. To protect the integrity of the tested product, all valves such as intakes/discharge shall be secured and sealed.
- (6) All test procedures shall be consistent with the Test Methods as prescribed in Volume VI Schedule A of this bid. The CONTRACTOR may also be required to ensure that reprocessed Used Oil must meet

other regulations, such as those that may come from USEPA and Guam EPA, regarding the quality of reprocessed Used Oil.

- (7) A properly filled-up "Chain of Custody of Samples and Testings" must be submitted to the laboratory together with the fuel samples.
- (8) CONTRACTOR shall provide the test results to GPA once available and shall seek GPA's approval for delivery of product to the GPA designated facility or facilities.
- (9) GPA's Planning and Regulatory Division shall issue Clearance to Contractor.
- (10) Once GPA's approval is received, CONTRACTOR will deliver coordinate with GPA's Generation Division and GPA's designated facility (or facilities) for delivery of ULSD.

### **3.4. Delivery of ULSD from Reprocessed Used Oil from GPA WOF**

The CONTRACTOR may deliver Reprocessed Used Oil from GPA's WOF that meets GPA's Specifications for Reprocessed Used Oil to the point of delivery designated by GPA, following the requirements stated as follows:

- (1) If Reprocessed Used Oil meets GPA's Specifications for Reprocessed Used Oil, GPA's Planning and Regulatory Division shall provide clearance for GPA Designated Facility or Facilities to accept fuel and. The GPA Designated Facility shall be as follows:
  - a. From the date of contract commencement, estimated to be 2<sup>nd</sup> Quarter of Calendar Year 2019, up to the de-activation of Cabras 1 & 2 Power Plant, estimated to be sometime between January 2022 to December 2023, **the designated facility is Cabras 1&2 Power Plant.**
  - b. From the date of de-activation of Cabras 1&2 Power Plant, estimated to be between January 2023, up to the date of termination of this contract, estimated to be 2<sup>nd</sup> Quarter of Calendar Year 2029, **the designated facility will be one or more of GPA's other power plants, as follows:**
    - i. Northern Power Plants – Dededo CT, Macheche CT, Yigo CT
    - ii. Central Power Plants – Piti 7, Piti 8&9
    - iii. Southern Power Plants – Tenjo Vista, MDI (Manenggon), Talofoto
- (2) After receipt of clearance from GPA's Planning and Regulatory Division, CONTRACTOR will coordinate with GPA's designated facility for the delivery of Reprocessed Used Oil. If the designated facility is unable to receive reprocessed Used Oil at the requested date and time, GPA will propose an alternate date and time to CONTRACTOR. GPA may accept reprocessed Used Oil on Monday thru Friday except holidays, between 7:00 AM to 4:00 PM or as may be required by the facility depending on facility's operating hours, at the discretion of GPA's Generation Manager or Asst. Generation Manager, or their designees.

- (3) The CONTRACTOR shall provide transfer pumps at its delivery trucks and/or whatever else may be necessary to deliver Reprocessed Fuel Oil to the GPA Storage Tanks at the designated facility or facilities to the height of 45 feet.
- (4) Title to the Reprocessed Used Oil shall pass from CONTRACTOR to GPA when the Reprocessed Used Oil has passed the GPA pipeline flange at the GPA storage tank(s) connecting the CONTRACTOR's tanker truck delivery hose.
- (5) All risk of loss, cost and environmental liabilities prior to the time of passage of title of the Reprocessed Used Oil shall be borne by the CONTRACTOR. All expenses incurred for the delivery of the product to the GPA designated facility or facilities shall be at the CONTRACTOR's account.
- (6) If Reprocessed Used Oil does not meet GPA's Specifications for Reprocessed Used Oil, GPA reserves the right to reject the delivery.
- (7) In the event of a dispute over the accuracy of CONTRACTOR's meters, and independent third party mutually agreeable to both parties will be utilized to perform a recalibration in order to confirm the accuracy of the meter(s) in question. In the event of an erroneous calibration of meters, CONTRACTOR will pay the cost of the calibration recertification. Any loss incurred by GPA as a result of miscalibration or of faulty meters shall be negotiated and reimbursed to GPA in equivalent amount.

The quantity of Reprocessed Used Oil accepted by GPA will not exceed the amount of Used Oil collected by the CONTRACTOR from GPA's Used Oil Facility.

GPA does not guarantee a minimum amount of Reprocessed Used oil that can be received into Cabras 1&2 (2019 through 2022) but estimates that a maximum of 3,000 gallons daily during weekdays at Cabras 1&2 Power Plant, when both baseload units are operating at maximum load, can be received. The total deliveries to the Cabras 1&2 Power Plant each month should not exceed the total used oil hauled and collected from GPA WOF.

After the de-activation of Cabras 1&2 Power Plant and once the new power plant is online, GPA's used oil produced will decrease significantly. GPA's specification requirements will also change to a lower diesel content (15 ppm), hence a significant decrease as well in the quantity that will be accepted from CONTRACTOR. Quantity accepted from CONTRACTOR shall not exceed 5% of total consumption for the rest of GPA power plants. GPA historical consumption is as follows:

**Hauling and Handling of GPA Used Oil and  
Supply of Reprocessed GPA Used Oil Meeting GPA's Specifications  
Volume II: Technical and Functional Requirements  
September 2018**

---

	Historical Consumption, Ave. BBLs, FY2008-FY2012	Est. Maximum Qty – Reprocessed Used Oil to be received (5% of annual consumption, rounded-up to nearest 1,000 gallons)	
		(bbls/yr)	(gals/yr)
Northern	8,297	415	18,000
Central	25,486	1,274	54,000
Southern	29,900	1,495	63,000
<b>TOTAL</b>		<b>3,184</b>	<b>135,000</b>

#### **4. Other Requirements**

##### **4.1. Reprocessed Used Oil Quality**

Fuel Specifications are shown in Schedule A. GPA has endeavored to ensure that each successive quantity fuel to be supplied is compatible with a representative sample of the previous delivery. Compatibility shall be confirmed by GPA's Fuel Testing CONTRACTOR, using an accepted test method reflected in the associated testing at loading and upon delivery.

CONTRACTORS should note that **Fuel Specifications change upon de-activation of Cabras 1&2 Power Plant**. While Cabras 1&2 is in operation, Reprocessed Used Oil shall be delivered to Cabras 1&2 Power Plant, so long as it meets the specifications in Schedule A, in particular, for sulfur content to be 5% by weight, or 5000 ppm. After Cabras 1&2 is de-activated, Reprocessed Used Oil shall be delivered to one or more diesel-fired GPA power plant(s), so long as it meets the specifications in Schedule A, in particular, for specifications similar to ULSD with a maximum sulfur content of 15ppm.

The CONTRACTOR shall ensure that the products to be delivered to GPA's designated facility or facilities meet the Fuel Specifications required by GPA. The CONTRACTOR shall not cause to contaminate the reprocessed Used Oil to be delivered to GPA and shall be liable for any product contamination resulting from the negligent act of its employees or agents. Such negligent act shall be subject to claims by GPA against the CONTRACTOR.

##### **4.2. Disposal of Used Oil and Waste Products**

The CONTRACTOR shall dispose of any waste products resulting from the reprocessing of GPA Used Oil. GPA shall not be responsible for disposal of any Used Oil nor waste products resulting from the reprocessing of Used Oil obtained from GPA WOF. Nor shall GPA accept into the facility any Used Oil from CONTRACTOR resulting from the reprocessing of the Used Oil already obtained from GPA WOF.

##### **4.3. Amendment of Product Specification**

Should GPA wish to alter any of the specifications set out in Schedule A, for good cause, it shall give written notice to CONTRACTOR thirty (30) days prior to effectivity of new specifications. If such changes cause an increase in CONTRACTOR's cost of reprocessing Used Oil, an equitable adjustment shall be made and the agreement modified in writing accordingly. Any claim by CONTRACTOR for adjustment under

this section must be asserted in writing. CONTRACTOR and GPA shall, in good faith, negotiate an equitable adjustment pursuant to the change in specifications.

#### **4.4. Compliance with All Applicable Local and Federal Regulations**

The CONTRACTOR shall be responsible for complying with all applicable local and federal regulations, including but not limited to:

- CFR Section 279.11
- CFR Section 279 – all other applicable Subparts
- GAPACSR 1310.pdf
- Spill Prevention, Control and Countermeasure Plan

#### **4.5. Liability and Damages**

- (1) The CONTRACTOR shall be responsible for any and all liabilities and damages resulting from his operation, which is attributable to the negligence of the CONTRACTOR and/or its Subcontractors and shall hold GPA harmless of any and all such liabilities and damages.
- (2) The CONTRACTOR shall be responsible for any damages inside and outside GPA's property resulting from his operation including the clean up of any spill without any cost to GPA. For spill clean-up at GPA property, CONTRACTOR is required to commence clean up immediately and inform GPA's Generation Division and Planning & Regulatory Division about the spill. The CONTRACTOR will be responsible for all activities and expenses related to the spill until the clean-up operations are completed and acceptable by both GPA and Guam EPA. If GPA assistance is needed by CONTRACTOR, CONTRACTOR will be responsible for expenses incurred by GPA in the efforts to assist in clean-up operations; additionally, GPA may deny acceptance of CONTRACTOR's future Reprocessed Used Oil deliveries.

#### **4.6. CONTRACTOR's Insurance**

CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required under this section and such insurance has been approved by GPA, nor shall the CONTRACTOR allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.



The **CONTRACTOR** shall provide a copy of their Insurance Policy to GPA within the period prescribed by **GPA**. All updates or revisions after contract commencement shall also be forwarded to **GPA**.

Failure on the part of the **CONTRACTOR** to provide the required documents 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**.

#### **A. Mandatory Insurance Requirements**

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

1. **General Liability.** General Liability including products, completed operations and contractual coverage for this Agreement. It shall have coverage for "on an occurrence basis" commercial general liability which includes owner's and **CONTRACTOR**'s protective and contractual liabilities, and have a general aggregate limit of One Million US Dollars (US\$1,000,000), a products and completed operations aggregate limit of One Million US Dollars (US\$1,000,000), and a single occurrence limit of One Million US Dollars (US\$1,000,000), and One Million US Dollars (US\$1,000,000) for any of the above. GPA shall be additional insured.
2. **Auto Liability.** Auto Liability covering bodily injury and property damage. It shall carry coverage for owned, hired and non-owned vehicles, which includes endorsement for loss, property damage or destruction and personal bodily injury in single aggregate minimum amount of One Million US Dollars (US\$1,000,000) for each occurrence. GPA shall be additional insured.
3. **Excess Liability.** Excess Liability with limits of \$5,000,000 or higher. GPA shall be additional insured.
4. **Worker's Compensation and Employer's Liability.** Worker's Compensation and Employer's Liability – Statutory Limits. The coverage shall include all employees and all statutory limits and requirements for workers' compensation for the Territory of Guam, and

including but not limited to employers' (CONTRACTOR) liability for employee bodily injury.  
Add Waiver of Subrogation endorsement in favor of GPA.

5. **Pollution Liability Insurance.** CONTRACTOR shall carry at a minimum one million US dollars (US\$1,000,000.00) per occurrence pollution liability insurance.

**B. Optional Insurance:**

Bidders are requested to place Price Proposal for the following additional requirements, which GPA may require the Bidder to obtain upon notification of contract award in lieu of or in addition to basic insurance requirements above. If bidder cannot provide policies stated below, please indicate by replying "Unable to provide."

**General Liability.** In addition to requirements above, add Waiver of Subrogation in favor of GPA.

**Auto Liability.** In addition to requirements above, add Waiver of Subrogation in favor of GPA.

**Excess Liability.** In addition to requirements above, add Waiver of Subrogation in favor of GPA.

**Worker's Compensation and Employer's Liability.** Increase coverage to \$1,000,000 / \$1,000,000/  
\$1,000,000.

**Pollution Liability.** Increase Pollution Liability coverage to \$5,000,000.00 per occurrence, and GPA shall be an additional insured. Waiver of subrogation shall be granted in favor of GPA.

**Professional Liability or Architects and Engineers Liability** in the amount of \$1,000,000.

**Builder's Risk or Installation Floater**, when applicable, is to be furnished by CONTRACTOR, which shall include GPA as named insured.

**C. Insurance Company and Agent:**

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

**D. Waiver of Subrogation:**

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

**4.7. Indemnity**

The 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 indemnity, actually and proximately caused by CONTRACTORS or its agents in the performance of the requirements of the scope of work. CONTRACTOR shall carry at all times appropriate levels of insurance as determined by GPA to cover any such damage.

**4.8. Oil Spill Inventory / Equipment**

The CONTRACTOR will be responsible for the clean-up and mitigation of any oil spill caused by CONTRACTOR, its Sub-contractors, Agents and Employees. The CONTRACTOR is responsible for the purchase, operation, maintenance and deployment of all necessary oil spill equipment as required in the SPCC Plan. In the event of a major incident not caused by negligence on the part of the CONTRACTOR wherein additional supplies and equipment are purchased and utilized by the CONTRACTOR, GPA will reimburse the cost for the additional supplies and equipment purchased. At all times, CONTRACTOR shall present actual receipts and supporting documentation whenever invoicing such expenses.

**4.9. Oil Pollution Act of 1990**

The CONTRACTOR is responsible for compliance with the requirements, as well as the oil spill and recovery provisions, of the federal law Oil Pollution Act of 1990 (OPA 90) as necessary for the operations of the Fuel Bulk Storage Facility, and shall include the cost of compliance with this requirement on the Price Proposal under Contract Item 1.

**4.10. Membership with a Qualified and Certified Spill Response Company**

The CONTRACTOR is required to be a bona fide member of a qualified and certified Spill Response Company on Guam that is recognized by federal and regulatory bodies such as the US Coast Guard. If not yet a member, the CONTRACTOR should qualify to become an active member or must secure an oil spill response service contract within thirty (30) days after award of the contract. Proof of membership or of an oil response agreement must be provided to GPA within thirty (30) days of the date of contract award.

Full and active membership with a qualified and certified Spill Response Company on Guam that is recognized by federal and regulatory bodies such as the US Coast Guard, would be considered a strong

positive indicator in the assessment of qualifications. The CONTRACTOR is responsible for providing GPA proof of membership and the qualifications and certifications of the Spill Response Company during the bid, as part of the Qualitative Proposal.

**4.11. Federal and Local Regulatory Compliance**

The CONTRACTOR shall be responsible for complying with all Environmental, Homeland Security, and other Federal and Local compliance requirements to include, but not limited to the following areas:

- (a) Mandatory membership with the Guam Response Services Limited (G.R.S.L.) and/or any other qualified and certified Oil Spill Response Companies on Guam, as required by law, and to comply with the Oil Pollution Act of 1990 (OPA 1990).
- (b) Conduct all activities such as but not limited to monitoring, report submission and payments of fees, required to comply with all existing and applicable environmental regulations, requirements permits and plans. These include, but are not limited to:
  - OPA '90 / OPA '90 Facility Plan
  - SPCC Plan
  - Facility Response Plan
  - NPDES permit
- (c) Remediation of all oil spill incidents to the satisfaction of local and federal regulatory bodies.
- (d) Submit results of all audits, investigations and other local/federal activities to GPA.

The CONTRACTOR shall also comply with all other requirements pertaining to Environmental, Homeland Security and other Federal and Local Compliance Requirements as specified in Volume II of the Invitation for Bid.

## 5. Contract Price, Bid Price, Price Proposal Evaluation

### 5.1. Contract Price

The Contract price in U.S. dollars per gallon (\$/gal) for all Reprocessed Used Oil meeting GPA's ULSD Specifications that is delivered by CONTRACTOR to the GPA designated facility or facilities shall be inclusive of all costs and liabilities required to fulfill the contract.

The CONTRACT PRICE shall be the REFERENCE PRICE (\$/gal) less the DISCOUNT FEE (\$/gal).

The CONTRACT PRICE shall be adjusted according to the periodic price changes in the REFERENCE PRICE, which shall be based on Platt's Asia-Pacific/Arab Gulf Marketscan FOB Singapore Price Assessment for Gasoil 10 ppm, with a conversion factor of 42 gallons per barrel. The REFERENCE PRICE shall be calculated by getting the daily average of the effective spot prices reported for the previous month in the Platt's Asia-Pacific/Arab Gulf Marketscan FOB Singapore Price Assessment for Gasoil 10 ppm.

The DISCOUNT FEE shall be based on the CONTRACTOR's DISCOUNT RATE (%). The DISCOUNT FEE shall be calculated by multiplying the CONTRACTOR's DISCOUNT RATE with the REFERENCE PRICE. The CONTRACTOR's DISCOUNT RATE shall remain fixed for the entire contract term, and the DISCOUNT FEE shall adjust according to the period price changes in the REFERENCE PRICE.

For the purposes of price calculations, the conversion factor will be 42 gallons per barrel, and calculation shall be up to three (3) decimal points for the unit price per gallon. Illustration below:

#### CONTRACT PRICE ILLUSTRATION:

A	REFERENCE PRICE	\$2.147
B	CONTRACTOR'S DISCOUNT RATE	10%
C	DISCOUNT FEE Line Item A x Line Item B, in \$	\$0.215
D	CONTRACT PRICE Line Item A minus Line Item C	\$1.932

**5.2. Bid Price**

The BID REFERENCE PRICE shall be used to evaluate the price proposal. The BID REFERENCE PRICE shall be the average of the effective price posted in Platt’s Asia-Pacific/Arab Gulf Marketscan FOB Singapore Price Assessment for Gasoil 10 PPM for June 1, 2018.

**BID REFERENCE PRICE:**

Asia-Pacific/Arab Gulf Marketscan

June 1, 2018

Asia Products		FOB Singapore		
		(Low)	(High)	(MOPS)
Gasoil 10 ppm	(\$/bbl)	90.15	90.19	90.170

**Bid Reference Price** = 90.170 per barrel = **\$2.147 per U.S. gallon**

The BID REFERENCE PRICE shall be **\$2.147 per U.S. gallon.**

**DISCOUNT RATE:**

Discount Rate must be provided for GPA’s designated facility and optional facilities.

DISCOUNT RATE (%)	10-year Base Period		5-year Extension Options	
	1 <sup>st</sup> Year up to Cabras 1&2 Retirement (est. 2019 - 2022)	Cabras Retirement up to 10 <sup>th</sup> Year (est. 2023 - 2029)	1 <sup>st</sup> 5-year Extension	2 <sup>nd</sup> 5-year Extension
<b>Designated Site:</b>				
<b>Cabras 1&amp;2 Power Plant</b>				
<b>Northern Power Plants</b>				
<b>Central Power Plants</b>				
<b>Southern Power Plants</b>				

Hauling and Handling of GPA Used Oil and  
 Supply of Reprocessed GPA Used Oil Meeting GPA's Specifications  
 Volume II: Technical and Functional Requirements  
 September 2018

**DISCOUNT FEE:**

Discount Fee based on Bid Reference Price and Discount Rate must be provided for GPA's designated facility and optional facilities.

DISCOUNT FEE (\$/gal)	10-year Base Period		5-year Extension Options	
	1 <sup>st</sup> Year up to Cabras 1&2 Retirement (est. 2019 - 2022)	Cabras Retirement up to 10 <sup>th</sup> Year (est. 2023 - 2029)	1 <sup>st</sup> 5-year Extension	2 <sup>nd</sup> 5-year Extension
Designated Site:				
Cabras 1&2 Power Plant				
Northern Power Plants				
Central Power Plants				
Southern Power Plants				

**BID PRICE**

Bid prices must be provided for GPA's designated facility and optional facilities.

BID PRICE (\$/gal)	10-year Base Period		5-year Extension Options	
	1 <sup>st</sup> Year up to Cabras 1&2 Retirement (est. 2019 - 2022)	Cabras Retirement up to 10 <sup>th</sup> Year (est. 2023 - 2029)	1 <sup>st</sup> 5-year Extension	2 <sup>nd</sup> 5-year Extension
Designated Site:				
Cabras 1&2 Power Plant				
Northern Power Plants				
Central Power Plants				
Southern Power Plants				

**5.3. Invoice Price Determination**

The price invoiced to the Guam Power Authority shall be adjusted according to the periodic price changes in Platt's Asia-Pacific/ Arab Gulf Marketscan FOB Singapore Price Assessment for Gasoil 10 ppm.

The invoice price for the fuel delivered in any month shall be the daily average of the effective spot prices reported for the previous month in the Platt's Asia-Pacific/ Arab Gulf Marketscan FOB Singapore Price Assessment for Gasoil 10 ppm (referred to as the Reference Price), less the discount fee described above.

All price postings are at the "Price effective dates."

**5.4. Award of Contract**

Contract shall be awarded to the CONTRACTOR whose total bid price is the lowest for the 10-year base period.

**5.5. Illustration of Bid Price Calculation, Invoice Calculations**

Please refer to MSB GPA-118-18 Price Proposal Sheet Attachment A for a sample calculation of Bid Price and Invoice fees.



## **6. Contract Terms**

### **6.1. Contract Period**

GPA intends for this contract to be a ten-year (10-year) contract with options to extend for up to two additional five-year (5-year) terms, unless otherwise terminated in accordance with the provisions of the contract. Extension of the agreement is incumbent upon the express agreement of both parties. In the event of such extension, all terms and conditions shall remain unchanged and shall be implied by both parties in writing.

### **6.2. Contract Extension Periods**

GPA requests for Bid Price for the extension period, to determine estimated costs should GPA extend the contract. However, the contract extension periods shall be mutually agreed-upon by both parties no later than six months prior to the termination of the base period, subject to any approvals that may be required such as from the CCU and the PUC.

## **SCHEDULE A**

---

# **GPA's Specifications for Reprocessed Used Oil**

The Authority may require the supplier to comply with additional specifications or conduct additional test(s) as necessary. The Authority may also change the specifications as may be required to comply with environmental regulations or for the safe and efficient operation of the GPA Generation Unit(s).

Supply of Reprocessed Fuel Oil to Cabras 1&2, from contract commencement up to 2022 or 2023 shall meet specifications for 5000 PPM or 0.5% Sulfur Diesel.

Supply of Reprocessed Fuel Oil to the other plants (Combustion Turbine Plants) between 2022 or 2023 up to the end of Contract Base Period shall meet specifications for Ultra-Low Sulfur Diesel, with Sulfur Content at 15 PPM or lower.

## PRODUCT QUALITY SPECIFICATION: Reprocessed GPA Used Oil

**For SUPPLY to CABRAS 1&2, Est. 2019 through 2022:**

Item	Description	Unit of Measure	Approved Test Method	Acceptable Alternate Test Methods	Minimum Allowed Value	Maximum Allowed Value
1	Sulfur Content	% mass	ASTM D-5453	ASTM D-7039	N/A	0.5
2	Flash Point	°C	ASTM D-93	N/A	52	N/A
3	Water & Sediments by Centrifuge	% vol	ASTM D-2709	N/A	N/A	0.05
4	Distillation Temperature °C 90%, % vol recovered	°C	ASTM D-86	N/A	282	338
5	Kinematic Viscosity	mm <sup>2</sup> at 40 °C	ASTM D-445	N/A	1.9	4.1
6	Ash Content	% mass	ASTM D-482	N/A	N/A	0.01
7	Corrosion, Copper Strip, 3 hrs @ 50 °C		ASTM D-130	N/A	N/A	ASTM No. 3
8	Cetane Index No.		ASTM D-613	ASTM D976-80 ASTM D 4737	46	N/A
9	Appearance at Ambient Temperature	Clear & Bright	Visual	N/A	Report	Report
10	Cetane Index No.		ASTM D-613	ASTM D976-80 ASTM D 4737	46	
11	Aromaticity	% vol	ASTM D-1319	N/A	N/A	35
12	Cloud Point	°C	ASTM D-2500	N/A	N/A	
13	Ramsbottom Carbon Residue on 10% distillation residue, %mass	%mass	ASTM D-524	N/A	N/A	0.35
14	Lubricity, HFRR @ 60 °C	micron		N/A	N/A	520
15	Conductivity	pS/m or Conductivity Units (C.U.)	ASTM D-2624 ASTM D-4308	N/A	25	N/A
16	Color	ASTM color	ASTM D-1500	N/A	N/A	2.00
17	Guaranteed Heating Value	MMBTU/bbl	ASTM D-240	N/A	5.70	
<b>ADDITIONAL SPECIFICATIONS:</b>						
18	Metals	ppm	Baird AE	N/A	Report	Report
19	Vanadium Content	ppm	ASTM D-5708	a) UOP 800 b) ASTM D-5184 c) ASTM D-5863 d) IP 501 e) IP 433 f) ISO 14597 g) IP 470 h) IP 465 i) EN 13131	N/A	100
20	Silicon Content	ppm	ASTM D-5184	a) IP 470 b) IP 377 c) ISO 10487 d) IP 501	N/A	Combined Al + Si not to exceed 70 ppm *individual results to be reported separately
21	Aluminum Content	ppm				
22	Asphaltenes	% mass	ASTM D-6560	IP 143	N/A	7
23	Sodium	ppm	ASTM D-5863/B	ASTM D-5708/B IP 288	N/A	40
24	Total Sediment (Existent)	% mass	ISO 10306-2	ASTM D-4870 IP 377	N/A	0.10
25	Compatibility	a) Cleanliness Ratio b) Compatibility Ratio	ASTM D-4740	N/A	N/A	a) 1 b) 2
26	Density @ 15 °C	Kg/m <sup>3</sup>	ASTM D-1295	ASTM D-4052	820	850
27	Odor				Report	
28	Hydrogen Sulfide Content (in liquid phase)	mg/kg	IP-399	IP-570	N/A	2.0
29	Used Lubricating Oil (ULO)				Fuel shall be free of ULO	
	Zinc	mg/kg	IP-501	IP-470	15	
	Phosphorus	mg/kg	IP-501	IP-470	15	
	Calcium	mg/kg	IP-501	IP-470	15	

## PRODUCT QUALITY SPECIFICATION: Reprocessed GPA Used Oil

**For SUPPLY to Other GPA Power Plants, Est. 2023 through 2029:**

Item	Description	Unit of Measure	Approved Test Method	Acceptable Alternate Test Methods	Minimum Allowed Value	Maximum Allowed Value
1	Sulfur Content	ppm	ASTM D-5453	ASTM D-7039	N/A	15
2	Flash Point	°C	ASTM D-93	N/A	52	N/A
3	Water & Sediments by Centrifuge	% vol	ASTM D-2709	N/A	N/A	0.05
4	Distillation Temperature °C 90%, % vol recovered	°C	ASTM D-86	N/A	282	338
5	Kinematic Viscosity	mm <sup>2</sup> at 40 °C	ASTM D-445	N/A	1.9	4.1
6	Ash Content	% mass	ASTM D-482	N/A	N/A	0.01
7	Corrosion, Copper Strip, 3 hrs @ 50 °C		ASTM D-130	N/A	N/A	ASTM No. 3
8	Cetane Index No.		ASTM D-613	ASTM D976-80 ASTM D 4737	46	N/A
9	Appearance at Ambient Temperature	Clear & Bright	Visual	N/A	Report	Report
10	Cetane Index No.		ASTM D-613	ASTM D976-80 ASTM D 4737	46	
11	Aromaticity	% vol	ASTM D-1319	N/A	N/A	35
12	Cloud Point	°C	ASTM D-2500	N/A	N/A	
13	Ramsbottom Carbon Residue on 10% distillation residue, %mass	%mass	ASTM D-524	N/A	N/A	0.35
14	Lubricity, HFRR @ 60 °C	micron		N/A	N/A	520
15	Conductivity	pS/m or Conductivity Units (C.U.)	ASTM D-2624 ASTM D-4308	N/A	25	N/A
16	Color	ASTM color	ASTM D-1500	N/A	N/A	2.00
17	Guaranteed Heating Value	MMBTU/bbl	ASTM D-240	N/A	5.70	
ADDITIONAL SPECIFICATIONS:						
18	Metals	ppm	Baird AE	N/A	Report	Report
19	Vanadium Content	ppm	ASTM D-5708	j) UOP 800 k) ASTM D-5184 l) ASTM D-5863 m) IP 501 n) IP 433 o) ISO 14597 p) IP 470 q) IP 465 r) EN 13131	N/A	100
20	Silicon Content	ppm	ASTM D-5184	e) IP 470 f) IP 377 g) ISO 10487 h) IP 501	N/A	Combined Al + Si not to exceed 70 ppm *individual results to be reported separately
21	Aluminum Content	ppm				
22	Asphaltenes	% mass	ASTM D-6560	IP 143	N/A	7
23	Sodium	ppm	ASTM D-5863/B	ASTM D-5708/B IP 288	N/A	40
24	Total Sediment (Existent)	% mass	ISO 10306-2	ASTM D-4870 IP 377	N/A	0.10
25	Compatibility	c) Cleanliness Ratio d) Compatibility Ratio	ASTM D-4740	N/A	N/A	c) 1 d) 2
26	Density @ 15 °C	Kg/m <sup>3</sup>	ASTM D-1295	ASTM D-4052	820	850
27	Odor				Report	
28	Hydrogen Sulfide Content (in liquid phase)	mg/kg	IP-399	IP-570	N/A	2.0
29	Used Lubricating Oil (ULO)				Fuel shall be free of ULO	
	Zinc	mg/kg	IP-501	IP-470		
	Phosphorus	mg/kg	IP-501	IP-470		
	Calcium	mg/kg	IP-501	IP-470		

**SCHEDULE C**

---

**Historical Quantities,  
Used Oil Received in GPA Used Oil Facility**



**SCHEDULE D**

---

**Reprocessed Used Oil Delivery, Sampling,  
and Testing Guidelines**

## **PRODUCT DELIVERY**

The CONTRACTOR shall haul and collect Used Oil from GPA's WOF to CONTRACTOR's Facility. The CONTRACTOR may reprocess the GPA used oil to meet GPA's Specifications for Reprocessed Used Oil. The reprocessed GPA Used Oil meeting GPA's Specifications may be delivered to GPA following the requirements stated as follows:

- (a) CONTRACTOR shall reprocess the GPA Used Oil hauled and collected from the GPA WOF such that it meets GPA's Specifications for Reprocessed Used Oil. GPA does not restrict CONTRACTOR to any method, so long as all GPA requirements and related federal and local regulatory requirements are met.
- (b) CONTRACTOR shall provide test results to GPA once available and shall seek GPA's approval for delivery of product to the GPA designated facility or facilities, at a specific date and time no less than 48 hours after the test results and notification of intent to deliver is received by GPA. The results shall be sent to GPA's Generation Division, Planning and Regulatory (P&R) Division and Strategic Planning and Operations Research (SPORD) Division.
- (c) If Reprocessed Used Oil meets GPA's Specifications for Reprocessed Used Oil, acceptability shall be confirmed in writing or via email by GPA (Generation, P&R and SPORD).
- (d) CONTRACTOR will coordinate with GPA's designated facility for the delivery date and time. Deliveries will be scheduled during regular business hours, Monday to Friday, from 7:00 AM to 4:00 PM, unless otherwise determined by GPA Generation Manager, Asst. Generation Manager or their designee. The volume to be delivered shall not exceed 3,000 gallons per day and the total reprocessed used oil delivery for the month shall not exceed the total quantity of used oil hauled and collected from the GPA WOF at Cabras.
- (e) The CONTRACTOR shall provide transfer pumps at its delivery trucks and/or whatever else may be necessary to deliver Reprocessed Fuel Oil to the GPA Storage Tanks at the designated facility or facilities to the height of 45 feet. The delivery trucks should have calibrated meters installed to determine quantity of reprocessed fuel oil delivered to GPA.
- (f) Title to the reprocessed Used Oil and custody thereof shall pass from the Contractor to GPA when the reprocessed Used Oil has passed the GPA pipeline flange connecting the tanker truck delivery hose and GPA storage tanks.
- (g) Contractor must exercise its best efforts to deliver Reprocessed Used Oil to GPA to meet operational requirements.



- (h) All risk of loss, cost and environmental liabilities prior to the time of passage of title of the Reprocessed Used Oil shall be borne by the CONTRACTOR. All expenses incurred for the delivery of the product to the GPA designated facility or facilities shall be at the CONTRACTOR's account.
- (i) GPA reserves the right to reject the delivery if Reprocessed Used Oil does not meet GPA's Specifications for Reprocessed Used Oil.
- (j) In the event of a dispute over the accuracy of CONTRACTOR's meters, an independent third party mutually agreeable to both parties will be utilized to perform a recalibration in order to confirm the accuracy of the meter(s) in question. In the event of an erroneous calibration of meters, CONTRACTOR will pay the cost of the calibration recertification. Any loss incurred by GPA as a result of miscalibration or of faulty meters shall be negotiated and reimbursed to GPA in equivalent amount.

## **QUALITY ASSURANCE**

- (a) GPA reserves the right to require the Contractor to have the product tested in a Guam facility at no cost to GPA.
- (b) Contractor is required to install seal(s) on delivery tankers and must remain intact as a condition for acceptance of product deliveries. Individual seal numbers must be recorded in the delivery tickets and each number initialed by the terminal dispatch officer for verification by the receiving facility.
- (c) Contractor must provide a copy of the certificate of quality of Reprocessed Used Oil issued by a reputable testing facility at no cost to GPA. Certificate of quality must accompany each product delivery to GPA and must conform with the requirements referenced under Volume VI Schedule A.
- (d) GPA reserves the right to require the Contractor to have the product tested in a Guam facility at no cost to GPA.
- (e) Contractor is required to follow all instructions in Volume II of this bid that relates to Quality Assurance for Supply of Reprocessed GPA Used Oil meeting GPA's specifications for Reprocessed Used Oil.

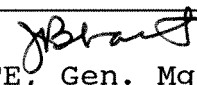
## **QUANTITY ASSURANCE**

- (f) Any existing pump system, metering system, and storage tank installed at the facility shall be used to transfer the Reprocessed Used Oil delivered by Contractor. If the Contractor finds this system unsatisfactory, alternative methods may be considered by GPA but shall be at the expense and liability of the Contractor.
- (g) The Reprocessed Used Oil shall be supplied in bulk and will be unloaded via tanker truck by the Contractor's own staff into the GPA Storage Tanks.
- (h) Measurement of the quantity of each delivery of Reprocessed Used Oil shall be determined by Contractor's own calibrated meter, installed at no cost to GPA. The GPA designated receiving facility will verify the meter reading and the reported quantity delivered at the time of delivery. The flow meter reading will be verified by the receiving facility prior to the beginning and after completion of delivery to verify the exact quantity of product received into the GPA tanks.
- (i) Periodic flow meter calibration by the Contractor is required and shall be performed by certified independent third-party inspector acceptable to GPA. Calibration shall be conducted every six (6) months or less (as may be necessary), starting at the beginning of the contract period. A copy of the certificate of calibration must be provided to the Authority no later than 5 calendar days after the date of calibration.
- (j) Contractor is required to install seal(s) on delivery tankers and must remain intact as a condition for acceptance of product deliveries. Individual seal numbers must be recorded in the delivery tickets and each number initialed by the terminal dispatch officer for verification by the receiving facility.
- (k) GPA reserves the right to require the Contractor to conduct additional calibration or inspection of meters to ensure proper measurement of quantity collected or delivered.
- (l) Contractor is required to follow all instructions in Volume II of this bid that relates to Quantity Assurance for Supply of Reprocessed GPA Used Oil meeting GPA's specifications for Reprocessed Used Oil.

**SCHEDULE F**

---

**GP-014 Waste Oil Handling**

<b>G U A M P O W E R A U T H O R I T Y</b> <i>Generation Procedure</i>	No. : GP-014	Issued: 07/23/93
	Prepared By: HENRY PANGELINAN Manager (Acting), Generations	
Title: WASTE OIL HANDLING/DISPOSAL PROCEDURE AND GUIDELINE	Approved By:  JOHN M. BENAVENTE, Gen. Mgr.	
Effective Date: 09/08/93	Supersedes No.	Page 1 of 3

## CABRAS POWER PLANT

### 1.0 Introduction

A backlog of waste oil has been accumulated in Guam as a result of there being no adequate disposal facilities in Guam. All available storage capacity for waste oil are being fully utilized. As a result, Guam is faced with serious adverse conditions which are detrimental to the health, safety and welfare of the people of Guam.

GPA has the only facility on Guam available for disposal of waste oil, however, GPA has not made its facilities available due to legal concerns and potential liability affecting GPA should it dispose of the waste oil.

The Governor, by letter dated October 5, 1990, has requested GPA to assist in resolution of the waste oil disposal problem in Guam is currently facing.

Because of the emergency situation, GPA is willing to make its disposal of waste oil facilities available provided it is done at no cost to GPA and there is adequate testing to limit GPA's liability.

Waste oil transporter or generator authorized to dispose waste oil at GPA facility may do so under the following terms and conditions:

1) Characteristics of Waste oil:

Prior to any waste oil delivery at GPA facility disposal site, the waste oil transporter or generator are required to conduct the following waste oil analysis, as required under 40 CFR 266.40, subpart E. Laboratory analysis shall be conducted by an independent certified laboratory and approved by the Authority.

CODES:      * REVISED      # ADDED
------------------------------------

**WASTE OIL SPECIFICATION**

<u>Components</u>	<u>Allowable limits</u>
ARSENIC	5.00 PPM, Maximum
CADMIUM	2.00 PPM, Maximum
CHROMIUM	10.00 PPM, Maximum
LEAD	100 PPM, Maximum
TOTAL HALOGENS	LESS THAN 1,000 PPM
PCB	LESS THAN 2.0 PPM
FLASH POINT, deg. F	140 Minimum
WATER, volume %	5.0 Maximum
Sediments, weight %	2.0 Maximum

Waste oil meeting specifications as prescribed above is acceptable for disposal at the GPA facility located at Cabras Plant.

## 2.0 Sampling and Testing Requirements:

- a. Waste oil sampling shall be done in the presence of GPA authorized representative.
- b. A properly filled up "Chain of customer of samples and testing" must be submitted to the laboratory together with the waste oil samples.
- c. At the Authority's discretion, sampling may be required at either from each of the tanker used for waste oil delivery or from the waste oil source storage facilities.
- d. After sampling has been completed, the sample source shall be secured and sealed and no additional amount of waste oil shall be added to contaminate the existing waste oil.
- e. Submit laboratory results report to GPA authorized representative and obtain final disposal approval.

CODES: \* REVISED # ADDED

3.0 Other Requirements:

a. Liabilities and Damages

The waste oil transporter or generator shall be responsible for any and all liabilities and damages resulting from his operation, which is attributable to the negligence of the waste oil transporter and generator and shall hold GPA harmless of any and all such liabilities and damages.

b. The waste oil transporter or generator shall not be responsible for any errors in the testing of the waste oil and shall not be responsible for any damages or liability caused by the inaccuracy of the test results.

c. The waste oil transporter and generator is not responsible for any damage to GPA equipment or facilities that may result from the use of the waste oil transporter indemnify and hold harmless generator from any and all claims that may arise from the use of said waste oil.

d. GPA accepts the waste oil with no warranties of its contents except that the waste oil transporter or generator does warrant that it has accomplished Section 2(a) hereinabove.

e. Spill Cleanup:

The waste oil transporter or generator shall be responsible for any damages inside and outside GPA's property resulting from his operation including the clean up of any spill without any cost to GPA. For spill clean up at GPA property, transporter is required to commence clean up immediately within 24-hours after spill occur, and complete such clean up within 7 calendar days. If transporter failed to start clean up operation within 24 hours, GPA may take over the clean up operation within 24 hours, GPA will take over the clean up with cost payable by the transporter. In the event GPA takes over the clean up operation because of transporter's failure to begin such clean up within 24 hours after the spill occurs, GPA, in addition to taking over clean up may assess transporter a maximum penalty of \$1,000 per day until the particular GPA clean up operation is completed and acceptable by both GPA and Guam EPA. GPA may also deny acceptance of transporter's future waste oil deliveries.

**SCHEDULE G**

---

**Appendices – Used Oil Handling Forms**

# APPENDIX A

1. GPA Environmental Clearance to Dispose of Waste Oil
2. GPA Environmental Clearance to Dispose of Waste Oil (where lab analysis is not required)





# GUAM POWER AUTHORITY

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

## Memorandum

**To:** Cabras Power Plant  
**From:** Engineer II (Environmental), Planning & Regulatory  
**Date:**  
**Subject:** Environmental Clearance to Dispose Waste Oil at  
Cabras Power Plant Waste Oil Facility  
**Ref:** 40 CFR Part 226  
Subpart E – Used Oil Burned For Energy Recovery

---

Transmitted herewith are copies of the seal record and laboratory analysis results of the waste oil sample taken from \_\_\_\_\_.  
The seal numbers are \_\_\_\_\_ for \_\_\_\_\_,  
\_\_\_\_\_ gallon tanker with plate no. \_\_\_\_\_.

The laboratory analysis report indicates the used oil meets the GPA and EPA requirements for disposal at the Cabras Power Plant Waste Oil Facility to blend with GPA #6 fuel oil. Please verify tanker seals prior to acceptance of the waste oil, ensuring the seals are intact with no sign of any tampering.

Should you have any questions, please give me a call at 648-3033 or I-connect 671\*1\*35019.

**Marvin Poliarco**



# GUAM POWER AUTHORITY

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

## Memorandum

**To:** Cabras Power Plant  
**From:** Engineer II (Environmental), Planning & Regulatory  
**Date:**  
**Subject:** Environmental Clearance to Dispose Waste Oil at  
Cabras Power Plant Waste Oil Facility  
**Ref:** 40 CFR Part 226  
Subpart E – Used Oil Burned For Energy Recovery

---

Transmitted herewith is a copy of the seal records of the waste oil taken from \_\_\_\_\_ . The seal numbers are \_\_\_\_\_ for \_\_\_\_\_, \_\_\_\_\_ gallon tanker with plate no. \_\_\_\_\_ .

The waste oil is for disposal at the Cabras Power Plant Waste Oil Facility to blend with GPA #6 fuel oil. Please verify tanker seals prior to acceptance of the waste oil, ensuring the seals are intact with no sign of any tampering.

Should you have any questions, please give me a call at 648-3033 or I-connect 671\*1\*35019.

**P & R Representative  
Signature**

# **APPENDIX B**

Waste Oil Inspection and Quality Assurance  
Form



# GUAM POWER AUTHORITY

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

## WASTE OIL INSPECTION & QUALITY ASSURANCE

COMPANY NAME: \_\_\_\_\_

DATE OF SAMPLING & INSPECTION: \_\_\_\_\_

TANKER/TRUCK PLATE NUMBER: \_\_\_\_\_

APPROXIMATE VOLUME (gals): \_\_\_\_\_

### SEAL RECORDS:

(1). Bottom discharge seals:

(a). \_\_\_\_\_

(b). \_\_\_\_\_

(c). \_\_\_\_\_

(2) Top manhole seals:

(a). \_\_\_\_\_

(b). \_\_\_\_\_

(c). \_\_\_\_\_

(d). \_\_\_\_\_

(e). \_\_\_\_\_

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Oil Transport Representative

\_\_\_\_\_  
GPA Representative

\_\_\_\_\_  
Date

# **APPENDIX C**

Waste Oil Analysis

Characteristics

### **Characteristics of Waste Oil:**

Prior to any waste oil delivery at the GPA facility disposal site, the waste oil transporter or generator are required to conduct the following waste oil analysis, as required under 40 CFR 279.11, subpart E and Sec. 1103.10 GAPCSR. Laboratory analysis shall be conducted by an independent certified laboratory and approved by the Authority.

#### WASTE OIL SPECIFICATION

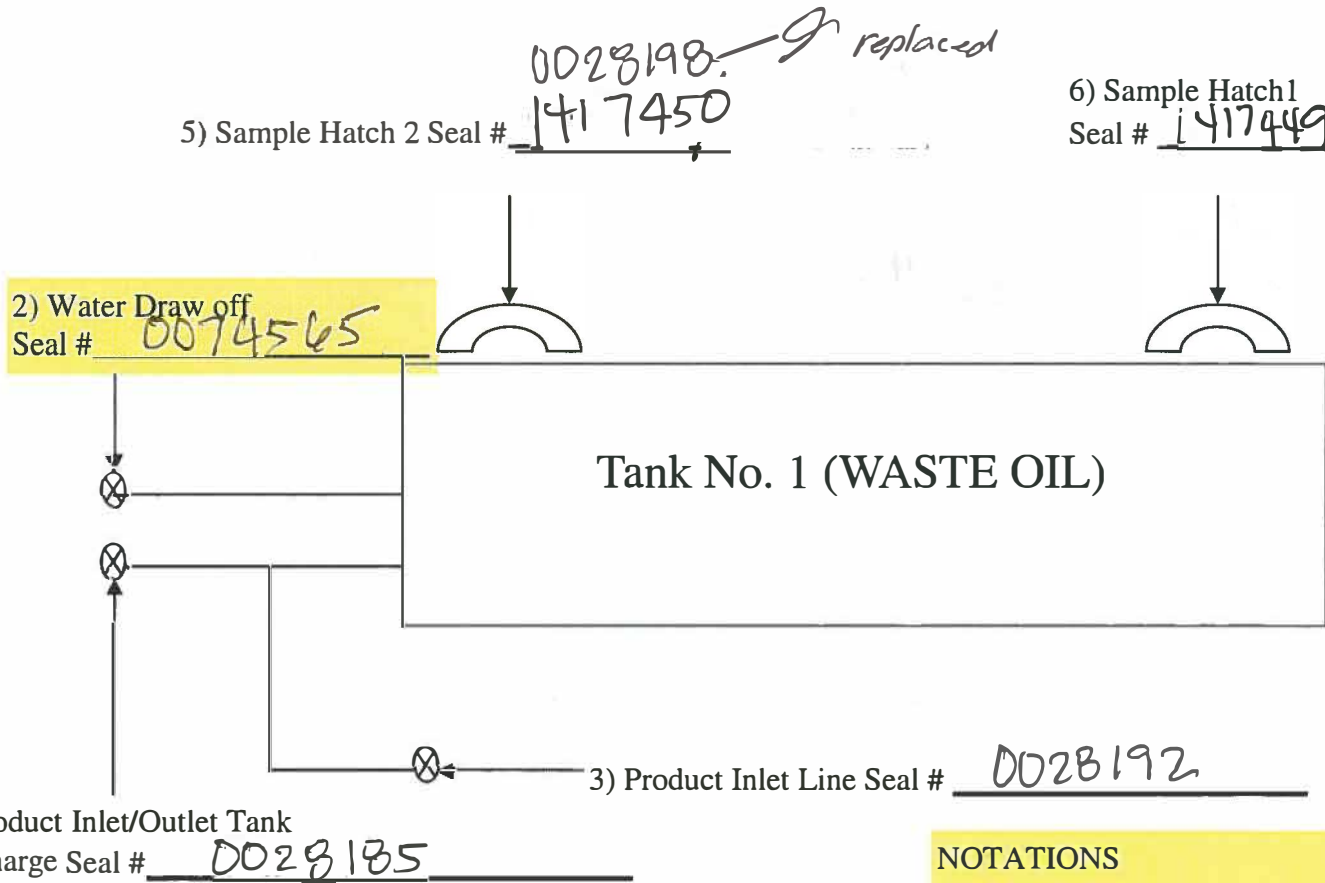
<u>Components</u>	<u>Allowable limits</u>
ARSENIC	5.00 ppm, max.
CADMIUM	2.00 ppm, max.
CHROMIUM	10.0 ppm, max.
LEAD	100 ppm, max.
TOTAL HALOGEN	less than 1,000 ppm
PCB	less than 2.00 ppm
FLASH POINT, deg. F	140 min.
WATER, volume %	5.00 max.
SEDIMENTS, weight %	2.00 max
Sulfur content , % wt.	2.00 max.

Waste oil meeting specifications as prescribed above is acceptable for disposal at the GPA facility located at Cabras Plant.

# **APPENDIX D**

## Sample Tank Sealing Plan

# SAMPLE SEALING PLAN



TANK 1 DIAMETER IS 124 INCHES

TANK PRODUCT LEVEL MEASUREMENT BEFORE DISCHARGE

116"

TANK PRODUCT LEVEL MEASUREMENT AFTER DISCHARGE

ESTIMATED VOLUME AFTER DISCHARGE

Date/Time of Sampling:

GPA Representative:

GRESKO Representative:

## NOTATIONS

*G-74-062014 Jkr*



---



---

**Qualitative Proposal Scoring: Proposal Scoring Information**


---



---

Item	BIDDER Checklist Items	Checklist Weight	Maximum Raw Rating Score	Maximum Weighted Score	Percent of Total Weighted Score
1	<b>Experience and Expertise on Hauling, Handling and Reprocessing</b>	20		100	20.0%
	Supporting information showing a minimum of five (5) years progressive experience in Used Oil Handling, Used Oil Collection, Storage and Disposal.	6	5	30	.
	Supporting information showing a minimum of five (5) years progressive experience in Used Oil Reprocessing and Supply of Used Oil. Proposal shall indicate industries to where Bidder supplies used oil to, and a description of the Used Oil Specifications delivered to each client, to compare with GPA's requ	6	5	30	
	Experience in handling tank and pipeline leaks, and major incidents in fuel bulk storage facilities, and implementation/completion of remedies.	2	5	10	
	Mobilization capability for resources required in emergency oil spills or incidents.	3	5	15	
	Experience and expertise in complying with local and federal laws regarding environmental compliance, specifically with the handling, storage, and transport of oil products; creation, approval and execution of Spill Prevention, Control and Countermeasure Plan (SPCC Plan) and Best Management Practices (BMP), and any other pertinent local and environmental regulations, requirements and practices, such as but not limited to OPA 90, FRP, etc.	3	5	15	
2	<b>Business Structure and Company Information</b>	5		25	5.0%
	Company information such as name, local address, corporate headquarters (if any) and affiliate company; business structure and nature of services provided together with company information.	1	5	5	
	Copy of articles of incorporation and by laws or other applicable forms concerning business organization.	4	5	20	
3	<b>Organizational Chart</b>	5		25	5.0%
	Description of CONTRACTOR's organizational structure, subsidiaries and parent companies, short biographies of company officers.	2	5	10	
	Proposed project and management teams, including team members' qualifications and certification.	3	5	15	
4	<b>Financial Information</b>	15		75	15.0%
	Guam Tax Clearance from the Guam Department of Revenue & Taxation if a locally registered company	3	5	15	
	Credit Worthiness information, including but not limited to:		5	0	
	A notarized statement that there is no outstanding or potential litigations or liens against the CONTRACTOR; and	3	5	15	
	Dunn and Bradstreet Number and most recent reports (preferred); or any other information supporting creditworthiness	3	5	15	
	Audited Financials	6	5	30	
	<i>For Publicly Traded Entities:</i>				
	Audited Financials for the last three consecutive fiscal years; or Audited financials for the last three consecutive fiscal years for which audited financial statements are available, and unaudited financial statements for the most recent fiscal year ended.	6			
	<i>For Private, Non-publicly Traded Entities:</i>				
Unaudited Financials for the last five consecutive fiscal years; and	3				
Disclosure of major creditors and lien holders; and	1				
Letters from creditors and lien holders that proponent has been making payments according to loan agreements and is current on their account.	2				
5	<b>Insurance Policy</b>	5		25	5.0%
	Provide a copy of your Insurance Policy for GPA's review, and proof of compliance with GPA's Insurance Requirements.	5	5	25	
6	<b>Mobilization Capability Checklist</b>	5		25	5.0%
	Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing.	5	5	25	

**Qualitative Proposal Scoring: Proposal Scoring Information**

Item	BIDDER Checklist Items	Checklist Weight	Maximum Raw Rating Score	Maximum Weighted Score	Percent of Total Weighted Score
	<b>Used Oil Handling and Reprocessing Technology</b>	<b>25</b>		<b>125</b>	<b>25.0%</b>
	Detailed description of plans for the hauling and handling of GPA Used Oil.	6	5	30	
	Detailed description of the technology proposed for the reprocessing of GPA Used Oil into a product meeting GPA's Specifications, including information on commercial applications (Client using product, Quality of resulting Reprocessed Used Oil, Industry Using Reprocessed Used Oil, Client's experience in using reprocessed used oil). Documents should include evidence that the technology and process proposed has been in commercial operation for at least five (5) years.	5	5	25	
7	Evidence of CONTRACTOR's experience with installation, operation and maintenance of proposed technology and processes.	4	5	20	
	Evidence of CONTRACTOR's certification and qualification to install, operate and maintain proposed technology and processes, including any contract with OEMs.	5	5	25	
	Estimated percent recovery of re-usable fuel from GPA Used Oil; estimated quantity of reprocessed GPA Used Oil to be supplied to GPA (on a daily, monthly and annual basis not to exceed quantity of GPA Used Oil collected by Bidder); and proposed schedule of delivery of reprocessed GPA Used Oil to designated GPA site/sites.	5	5	25	
	<b>Other Documents</b>	<b>20</b>		<b>100</b>	<b>20.0%</b>
	At least three (3) letters from current or recent clients citing their experience with BIDDER for work performed under a scope similar to this solicitation, and certifications related to Used Oil Handling and Reprocessing.	5	5	25	
8	Certificate of Good Standing to conduct business in jurisdiction of residence.	5	5	25	
	Certifications related to Used Oil and/or Petroleum Handling Work.	5	5	25	
	Proof of membership or intent to become a member of a Guam-based oil spill response company, including documentation showing oil spill response company's certification from Coast Guard.	5	5	25	
	Additional Information Provided.				
	<b>PMC Qualifications Score</b>	<b>100</b>		<b>500</b>	<b>100.0%</b>

Minimum Score - Acceptable Proposal	350.00
Maximum Compliance Score	500.00
Minimum Percent Score - Acceptable Proposal	70.0%

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.

**BIDDER:**

EVALUATOR #

Item	BIDDER Checklist Items	Checklist Weight	RAW SCORE (highest = 5, lowest = 0)	RAW SCORE x Checklist Weight
	<b>Experience and Expertise on Used Oil Reprocessing</b>	<b>20</b>		<b>0</b>
<b>1</b>	Supporting information showing a minimum of five (5) years progressive experience in Used Oil Handling, Used Oil Collection, Used Oil Reprocessing;	5		0
	Supporting information showing a minimum of five (5) years progressive experience in Petroleum Handling, Petroleum Storage and Petroleum Delivery;	5		0
	Experience in handling tank and pipeline leaks, and major incidents in fuel bulk storage facilities, and implementation/completion of remedies	3		0
	Mobilization capability for resources required in emergency oil spills or incidents	3		0
	Experience and expertise in complying with local and federal laws regarding environmental compliance, specifically with the handling, storage, and transport of oil products; creation, approval and execution of Spill Prevention, Control and Countermeasure Plan (SPCC Plan) and Best Management Practices (BMP), and any other pertinent local and environmental regulations, requirements and practices, such as but not limited to OPA 90, FRP, etc.	4		0
	<b>Business Structure and Company Information</b>	<b>5</b>		<b>0</b>
<b>2</b>	Company information such as name, local address, corporate headquarters (if any) and affiliate company; business structure and nature of services provided together with company information.	1		0
	Copy of articles of incorporation and by laws or other applicable forms concerning business organization.	4		0
	<b>Organizational Chart</b>	<b>5</b>		<b>0</b>
<b>3</b>	Description of CONTRACTOR's organizational structure, subsidiaries and parent companies, short biographies of company officers.	2		0
	Proposed project and management teams, including team members' qualifications and certification.	3		0
	<b>Financial Information</b>	<b>15</b>		<b>0</b>
<b>4</b>	Guam Tax Clearance from the Guam Department of Revenue & Taxation if a locally registered company	3		0
	Credit Worthiness information, including but not limited to: A notarized statement that there is no outstanding or potential litigations or liens against the CONTRACTOR; and	3		0
	Dunn and Bradstreet Number and most recent reports (preferred); or any other information supporting creditworthiness	3		0
	Audited Financials	6		0
	<i>For Publicly Traded Entities:</i> Audited Financials for the last three consecutive fiscal years; or Audited financials for the last three consecutive fiscal years for which audited financial statements are available, and unaudited financial statements for the most recent fiscal year ended.	6		0
	<i>For Private, Non-publicly Traded Entities:</i> Unaudited Financials for the last five consecutive fiscal years; and	3		0
	Disclosure of major creditors and lien holders; and	1		0
	Letters from creditors and lien holders that proponent has been making payments according to loan agreements and is current on their account.	2		0
	<b>Insurance Policy</b>	<b>5</b>		<b>0</b>
<b>5</b>	Provide a copy of your Insurance Policy for GPA's review, and proof of compliance with GPA's Insurance Requirements.	5		0
	<b>Mobilization Capability Checklist</b>	<b>5</b>		<b>0</b>
<b>6</b>	Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing.	5		0

**BIDDER:**

EVALUATOR #

Item	BIDDER Checklist Items	Checklist Weight	RAW SCORE (highest = 5, lowest = 0)	RAW SCORE x Checklist Weight
	<b>Used Oil Handling and Reprocessing Technology</b>	<b>25</b>		<b>0</b>
7	Detailed description of the technology proposed for the collection of Used Oil and processing of Used Oil into an acceptable ULSD product, including information on the commercial applications of the technologies used for collecting and processing Used Oil into a refined ULSD product (example: location of facility, quantity processed, etc.).	6		0
	Evidence that the technology and process proposed has been in commercial operation for at least five (5) years.	6		0
	Evidence of CONTRACTOR's experience with installation, operation and maintenance of proposed technology and processes.	5		0
	Evidence of CONTRACTOR's certification and qualification to install, operate and maintain proposed technology and processes, including any contract with OEMs.	5		0
	Proposed schedule to begin supplying ULSD from reprocessed Used Oil, including projected frequency and volume.	3		0
	<b>Other Documents</b>	<b>20</b>		<b>0</b>
8	At least three (3) letters from current or recent clients citing their experience with BIDDER for work performed under a scope similar to this solicitation, and certifications related to Used Oil Handling and Reprocessing.	5		0
	Certificate of Good Standing to conduct business in jurisdiction of residence.	5		0
	Certifications related to Used Oil and/or Petroleum Handling Work.	5		0
	Proof of membership or intent to become a member of a Guam-based oil spill response company, including documentation showing oil spill response company's certification from Coast Guard.	5		0
	Additional Information Provided.			
	<b>PMC Qualifications Score</b>	<b>100</b>		<b>0</b>

Minimum Score - Acceptable Proposal	350.00
Maximum Compliance Score	500.00
Minimum Percent Score - Acceptable Proposal	70.0%

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.

**BIDDER:**

EVALUATOR #

Item	BIDDER Checklist Items	Checklist Weight	RAW SCORE (highest = 5, lowest = 0)	RAW SCORE x Checklist Weight
	<b>Experience and Expertise on Used Oil Reprocessing</b>	<b>20</b>		<b>0</b>
<b>1</b>	Supporting information showing a minimum of five (5) years progressive experience in Used Oil Handling, Used Oil Collection, Used Oil Reprocessing;	5		0
	Supporting information showing a minimum of five (5) years progressive experience in Petroleum Handling, Petroleum Storage and Petroleum Delivery;	5		0
	Experience in handling tank and pipeline leaks, and major incidents in fuel bulk storage facilities, and implementation/completion of remedies	3		0
	Mobilization capability for resources required in emergency oil spills or incidents	3		0
	Experience and expertise in complying with local and federal laws regarding environmental compliance, specifically with the handling, storage, and transport of oil products; creation, approval and execution of Spill Prevention, Control and Countermeasure Plan (SPCC Plan) and Best Management Practices (BMP), and any other pertinent local and environmental regulations, requirements and practices, such as but not limited to OPA 90, FRP, etc.	4		0
	<b>Business Structure and Company Information</b>	<b>5</b>		<b>0</b>
<b>2</b>	Company information such as name, local address, corporate headquarters (if any) and affiliate company; business structure and nature of services provided together with company information.	1		0
	Copy of articles of incorporation and by laws or other applicable forms concerning business organization.	4		0
	<b>Organizational Chart</b>	<b>5</b>		<b>0</b>
<b>3</b>	Description of CONTRACTOR's organizational structure, subsidiaries and parent companies, short biographies of company officers.	2		0
	Proposed project and management teams, including team members' qualifications and certification.	3		0
	<b>Financial Information</b>	<b>15</b>		<b>0</b>
<b>4</b>	Guam Tax Clearance from the Guam Department of Revenue & Taxation if a locally registered company	3		0
	Credit Worthiness information, including but not limited to: A notarized statement that there is no outstanding or potential litigations or liens against the CONTRACTOR; and	3		0
	Dunn and Bradstreet Number and most recent reports (preferred); or any other information supporting creditworthiness	3		0
	Audited Financials	6		0
	<i>For Publicly Traded Entities:</i> Audited Financials for the last three consecutive fiscal years; or Audited financials for the last three consecutive fiscal years for which audited financial statements are available, and unaudited financial statements for the most recent fiscal year ended.	6		0
	<i>For Private, Non-publicly Traded Entities:</i> Unaudited Financials for the last five consecutive fiscal years; and	3		0
	Disclosure of major creditors and lien holders; and	1		0
	Letters from creditors and lien holders that proponent has been making payments according to loan agreements and is current on their account.	2		0
	<b>Insurance Policy</b>	<b>5</b>		<b>0</b>
<b>5</b>	Provide a copy of your Insurance Policy for GPA's review, and proof of compliance with GPA's Insurance Requirements.	5		0
	<b>Mobilization Capability Checklist</b>	<b>5</b>		<b>0</b>
<b>6</b>	Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing.	5		0

**BIDDER:**

EVALUATOR #

Item	BIDDER Checklist Items	Checklist Weight	RAW SCORE (highest = 5, lowest = 0)	RAW SCORE x Checklist Weight
	<b>Used Oil Handling and Reprocessing Technology</b>	<b>25</b>		<b>0</b>
<b>7</b>	Detailed description of the technology proposed for the collection of Used Oil and processing of Used Oil into an acceptable ULSD product, including information on the commercial applications of the technologies used for collecting and processing Used Oil into a refined ULSD product (example: location of facility, quantity processed, etc.).	6		0
	Evidence that the technology and process proposed has been in commercial operation for at least five (5) years.	6		0
	Evidence of CONTRACTOR's experience with installation, operation and maintenance of proposed technology and processes.	5		0
	Evidence of CONTRACTOR's certification and qualification to install, operate and maintain proposed technology and processes, including any contract with OEMs.	5		0
	Proposed schedule to begin supplying ULSD from reprocessed Used Oil, including projected frequency and volume.	3		0
	<b>Other Documents</b>	<b>20</b>		<b>0</b>
<b>8</b>	At least three (3) letters from current or recent clients citing their experience with BIDDER for work performed under a scope similar to this solicitation, and certifications related to Used Oil Handling and Reprocessing.	5		0
	Certificate of Good Standing to conduct business in jurisdiction of residence.	5		0
	Certifications related to Used Oil and/or Petroleum Handling Work.	5		0
	Proof of membership or intent to become a member of a Guam-based oil spill response company, including documentation showing oil spill response company's certification from Coast Guard.	5		0
	Additional Information Provided.			
	<b>PMC Qualifications Score</b>	<b>100</b>		<b>0</b>

<b>Minimum Score - Acceptable Proposal</b>	350.00
<b>Maximum Compliance Score</b>	500.00
<b>Minimum Percent Score - Acceptable Proposal</b>	70.0%

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.



# GUAM POWER AUTHORITY

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

## PRICE PROPOSAL SHEET

### Multi-Step Bid GPA-118-18

#### SUPPLY OF RE-PROCESSED GPA USED OIL MEETING GPA'S SPECIFICATIONS FOR REPROCESSED USED OIL

**BID REFERENCE PRICE:**

Asia-Pacific/ Arab Gulf Marketscan

June 1, 2018

Asia Products		<u>FOB Singapore</u>		
		(Low)	(High)	(MOPS)
Gasoil 10 ppm	(\$/bbl)	90.15	90.19	90.170

**Bid Reference Price** = 90.170 per barrel = **\$2.147 per U.S. gallon**

The **BID REFERENCE PRICE** shall be **\$2.147 per U.S. gallon.**

**DISCOUNT RATE:**

Discount Rate must be provided for GPA's designated facility and optional facilities.

DISCOUNT RATE (%)	10-year Base Period		5-year Extension Options	
	1 <sup>st</sup> Year up to Cabras 1&2 Retirement (est. 2019 - 2022)	Cabras Retirement up to 10 <sup>th</sup> Year (est. 2023 - 2029)	1 <sup>st</sup> 5-year Extension	2 <sup>nd</sup> 5-year Extension
<b>Designated Site:</b>				
<b>Cabras 1&amp;2 Power Plant</b>				
<b>Northern Power Plants</b>				
<b>Central Power Plants</b>				
<b>Southern Power Plants</b>				



# GUAM POWER AUTHORITY

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

## DISCOUNT FEE:

Discount Fee based on Bid Reference Price and Discount Rate must be provided for GPA's designated facility and optional facilities.

DISCOUNT FEE (\$/gal)	10-year Base Period		5-year Extension Options	
	1 <sup>st</sup> Year up to Cabras 1&2 Retirement (est. 2019 - 2022)	Cabras Retirement up to 10 <sup>th</sup> Year (est. 2023 - 2029)	1 <sup>st</sup> 5-year Extension	2 <sup>nd</sup> 5-year Extension
Designated Site:				
Cabras 1&2 Power Plant				
Northern Power Plants				
Central Power Plants				
Southern Power Plants				

## BID PRICE

Bid prices must be provided for GPA's designated facility and optional facilities.

BID PRICE (\$/gal)	10-year Base Period		5-year Extension Options	
	1 <sup>st</sup> Year up to Cabras 1&2 Retirement (est. 2019 - 2022)	Cabras Retirement up to 10 <sup>th</sup> Year (est. 2023 - 2029)	1 <sup>st</sup> 5-year Extension	2 <sup>nd</sup> 5-year Extension
Designated Site:				
Cabras 1&2 Power Plant				
Northern Power Plants				
Central Power Plants				
Southern Power Plants				





# GUAM POWER AUTHORITY

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

## ESTIMATED COSTS BASED ON GPA ESTIMATED QUANTITIES:

### Estimated Maximum Quantities:

**Cabras 1&2 Power Plant** = 3,000 gallons daily  
= 15,000 gallons weekly  
x 52 weeks  
= **780,000 gallons / yr**

**Northern Power Plants = 18,000 gallons / yr**

NORTHERN POWER PLANTS: DEDEDO CT PLANT, MACHECHE CT PLANT, YIGO CT PLANT

**Central Power Plants = 54,000 gallons / yr**

CENTRAL POWER PLANTS = PITI 7 CT PLANT, PITI 8&9 POWER PLANT

**Southern Power Plants = 63,000 gallons / yr**

SOUTHERN POWER PLANTS = TENJO POWER PLANT, MANENGGON POWER PLANT, TALOFOFO POWER PLANT

### Key Information:

- (1) Delivery Date and Quantity to the power plant will be at the discretion of GPA Generation Manager, Asst. Generation Manager, or their designee.
- (2) These estimates are based on historical consumption, where 90-95% of KWH Generation are from baseload plants (prior to retirement of Tanguisson Power Plant, deactivation of Cabras 3&4 Power Plant).
- (3) GPA does not guarantee these quantities and are provided for the purpose of price proposal evaluation. Actual quantities may differ from these estimates.
- (4) Price Proposal Evaluation Calculation:

Bid Price – Discount Fee = Bidder's \$/gal Price Proposal

Bidder's Price Proposal x Estimated Quantity for Site = \$ Estimated cost for Site

\$ Estimated Cost for Site x No. of Yrs = Estimated Cost for Period



# GUAM POWER AUTHORITY

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

**THE ESTIMATED QUANTITIES PROVIDED ABOVE ARE THE MAXIMUM ACCEPTABLE BY GPA, PROVIDED TO THE BIDDERS FOR PRICE PROPOSAL EVALUATION PURPOSES. ACTUAL QUANTITIES DELIVERED TO THE POWER PLANTS MAY BE LOWER THAN THESE ESTIMATES.**

BID PRICE x Est. Quantity for the site, per year (\$)	10-year Base Period		5-year Extension Options	
	1 <sup>st</sup> Year up to Cabras 1&2 Retirement (est. 2019 - 2022)	Cabras Retirement up to 10 <sup>th</sup> Year (est. 2023 - 2029)	1 <sup>st</sup> 5-year Extension	2 <sup>nd</sup> 5-year Extension
<b>DESIGNATED SITE</b>				
<b>Cabras 1&amp;2 Power Plant</b>	\$  X 4 YRS <hr/> =			
<b>Northern Power Plants</b>		\$  X 6 YRS <hr/> =		
<b>Central Power Plants</b>		\$  X 6 YRS <hr/> =		
<b>Southern Power Plants</b>		\$  X 6 YRS <hr/> =		
<b>TOTAL</b>				
<b>GRAND TOTAL</b>				



# GUAM POWER AUTHORITY

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

## ATTACHMENT A: SAMPLE CALCULATION OF BID PRICE

- (1) REFERENCE PRICE = \$2.147 per Gallon
- (2) Sample DISCOUNT RATE:  
 DISCOUNT RATE for Cabras = 20% for Cabras 1&2 Power Plant (sample rate only)  
 DISCOUNT RATE for all other plants = 15% for all other power plants (sample rate only)

*SAMPLE* DISCOUNT RATE (%)	10-year Base Period		5-year Extension Options	
	1 <sup>st</sup> Year up to Cabras 1&2 Retirement (est. 2019 - 2022)	Cabras Retirement up to 10 <sup>th</sup> Year (est. 2023 - 2029)	1 <sup>st</sup> 5-year Extension	2 <sup>nd</sup> 5-year Extension
Designated Site:				
Cabras 1&2 Power Plant	20%			
Northern Power Plants		15%	15%	15%
Central Power Plants		15%	15%	15%
Southern Power Plants		15%	15%	15%

- (3) Sample DISCOUNT FEE:  
 DISCOUNT FEE for Cabras = \$2.147 x 20% = \$0.429  
 DISCOUNT FEE for all other plants = \$2.147 x 15% = \$0.322

*SAMPLE* DISCOUNT FEE (\$/gal)	10-year Base Period		5-year Extension Options	
	1 <sup>st</sup> Year up to Cabras 1&2 Retirement (est. 2019 - 2022)	Cabras Retirement up to 10 <sup>th</sup> Year (est. 2023 - 2029)	1 <sup>st</sup> 5-year Extension	2 <sup>nd</sup> 5-year Extension
Designated Site:				
Cabras 1&2 Power Plant	\$0.429			
Northern Power Plants		\$0.322	\$0.322	\$0.322
Central Power Plants		\$0.322	\$0.322	\$0.322
Southern Power Plants		\$0.322	\$0.322	\$0.322



# GUAM POWER AUTHORITY

ATURIDÂT ILEKTRESEDÂT GUAHAN  
 P.O.BOX 2977 • HAGÂTÑA, GUAM U.S.A. 96932-2977

## (4) BID PRICE

BID PRICE = Reference Price – Discount Fee

**BID PRICE For Cabras= \$2.147 per gallon - \$0.429 per gallon = \$1.718/gallon**

**BID PRICE For all other plants= \$2.147 per gallon - \$0.322 per gallon = \$1.825/gallon**

*SAMPLE* BID PRICE (\$/gal)	10-year Base Period		5-year Extension Options	
	1 <sup>st</sup> Year up to Cabras 1&2 Retirement (est. 2019 - 2022)	Cabras Retirement up to 10 <sup>th</sup> Year (est. 2023 - 2029)	1 <sup>st</sup> 5-year Extension	2 <sup>nd</sup> 5-year Extension
Designated Site:				
Cabras 1&2 Power Plant	\$1.718			
Northern Power Plants		\$1.825	\$1.825	\$1.825
Central Power Plants		\$1.825	\$1.825	\$1.825
Southern Power Plants		\$1.825	\$1.825	\$1.825

Estimated Quantities:

Cabras 1&2 = 3,000 gallons daily = 15,000 gallons weekly x 52 weeks = 780,000 gallons / yr

Northern Power Plants = 18,000 gallons / yr

Central Power Plants = 54,000 gallons / yr

Southern Power Plants = 63,000 gallons /yr

*SAMPLE* BID PRICE x Est. Quantity per year (\$)	10-year Base Period		5-year Extension Options	
	1 <sup>st</sup> Year up to Cabras 1&2 Retirement (est. 2019 - 2022)	Cabras Retirement up to 10 <sup>th</sup> Year (est. 2023 - 2029)	1 <sup>st</sup> 5-year Extension	2 <sup>nd</sup> 5-year Extension
Designated Site:				
Cabras 1&2 Power Plant	\$1,340,040 X 4 yrs = \$5,360,160			
Northern Power Plants		\$32,850 x 6 yrs = \$ 197,100		
Central Power Plants		\$98,550 x 6 yrs = \$ 591,300		
Southern Power Plants		\$114,975 x 6 yrs = \$ 689,850		
<b>TOTAL</b>	<b>\$ 5,360,160</b>	<b>\$ 1,478,250</b>		
<b>GRAND TOTAL</b>	<b>\$ 6,838,410</b>			