



GUAM POWER AUTHORITY

ATURIDÂT ILEKTRESEDÂT GUÅHAN

P.O.BOX 2977 • HAGÂTNÂ, GUAM U.S.A. 96932-2977

To All Interested Parties:

The Guam Power Authority, Procurement Office will continue its efforts with improvement towards accountability, transparency, and efficiency to better serve GPA personnel, prospective bidders, and guests, please be advised of the following:

1. Virtual meetings and/or conferences will be coordinated through the GPA Procurement Division.
2. For In-Person meetings and/or conferences:

a. **Please contact our office for scheduled hand delivery of Sealed Bid submission on or before scheduled Opening/Closing date and time with confirmation via:**

Tel: (671) 648-3045 and/or (671) 648-3055

Email: GPA-Interested-Parties@gpagwa.com

b. Face masks and social distancing may be employed at the option of the individual.

COMPANY NAME:

REPRESENTATIVE NAME:

Print / Sign

Date

BID NO.: GPA-001-26

RFP NO.: _____



Frances E. Santos
Chairman



JOHN M. BENAVENTE, P.E.
General Manager

Telephone Nos. (671) 648-3045/55 or Facsimile (671) 648-3165

Accountability	·	Impartiality	·	Competence	·	Openness	·	Value
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INVITATION FOR BID (IFB) NO.: GPA-001-26
DESCRIPTION: Automotive Ultra-Low Sulfur Diesel Fuel Oil No. 2 (ULSD) and Regular Unleaded Automotive Gasoline for Transportation Fleet

SPECIAL REMINDERS TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, **one (1) original, two (2) copies**, at the date and time for bid opening. All sealed proposal submissions must be hand delivered, delivered by mail, or delivered by other courier service to:

ISSUING OFFICE:

Guam Power Authority-Procurement Office
1st. Floor, Room 101
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

- (XX) BID GUARANTEE – (15%) May be in the form of;
Reference #11 on the General Terms and Conditions
- a.

Cashier’s Check or Certified Check **(NOTE: Cashier’s Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.)**
- b.

Letter of Credit or
- c.

Bid Bond – Valid only if accompanied by:

1.

Current Certificate of Authority issued by the Insurance Commissioner; or

2.

Power of Attorney issued by the Surety to the Resident General Agent or the following:

a.

Current Sworn Annual Report (Limited Liability Company (LLC) and/or Corporation) or;

b.

Current Renewal of Annual Limited Liability Partnership (LLP); or

3.

Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.
- ()

STATEMENT OF QUALIFICATION;

()

SAMPLES;

(XX)

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

(XX)

OWNERSHIP AND INTEREST DISCLOSURE AFFIDAVIT; **Pursuant to Public Law 36-13; 5 GCA §5233(a)**

(XX)

NON-COLLUSION AFFIDAVIT;

(XX)

NO GRATUITIES OR KICKBACKS AFFIDAVIT;

(XX)

ETHICAL STANDARDS AFFIDAVIT;

(XX)

WAGE DETERMINATION AFFIDAVIT;

(XX)

RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT

(XX)

CONTINGENT FEES AFFIDAVIT;
- Note:** The above Affidavits must comply with the following requirements:

a.

The affidavit must be signed within 60 days on or before 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:
A Guam Business License and/or Contractor’s License with proof of Employer Identification Number (EIN) is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority.
- This page 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 _____, 2025, I, _____, authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.
- Bidder Representative’s Signature
- GPA revised 08/25/2025

hi

10/7/2025

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

Guam Power Authority-Procurement Office
1st. Floor, Room 101
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

Attn: JOHN M. BENAVENTE, P.E.
General Manager
c/o JAMIE LYNN C. PANGELINAN
Supply Management Administrator

DATE ISSUED:	<u>10/21/2025</u>	BID INVITATION NO.:	<u>GPA-001-26</u>
BID FOR:	<u>Automotive Ultra-Low Sulfur Diesel Fuel Oil No. 2 (ULSD) and Regular Unleaded Automotive Gasoline for Transportation Fleet</u>		
SPECIFICATION:	<u>SEE ATTACHED</u>		
DESTINATION:	<u>SEE ATTACHED</u>		
REQUIRED DELIVERY TIME:	DECEMBER 01, 2025		

INDICATE WHETHER:

INDIVIDUAL	PARTNERSHIP	CORPORATION
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INCORPORATED IN:

This bid shall be submitted in one (1) original, two (2) copies and sealed to the issuing office above no later than **(Time) 10:00 A.M.**, **(Guam CHamoru Standard Time; ChST)**, Date: **October 29, 2025** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within one hundred twenty (120) calendar days from the date opening to supply any or all of the items which prices are quoted.

NAME AND ADDRESS OF BIDDER: _____

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID: _____

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

AWARD: CONTRACT NO.: AMOUNT: DATE:

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

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

To be completed pre-award:

NAME AND ADDRESS OF CONTRACTOR:	SIGNATURE AND TITLE OF PERSON
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GPA revised 08/25/2025



INVITATION FOR BID NO. GPA-001-26

**FOR THE SUPPLY OF AUTOMOTIVE ULTRA-LOW
SULFUR DIESEL FUEL OIL NO.2 (ULSD)**

AND

REGULAR UNLEADED AUTOMOTIVE GASOLINE

FOR

TRANSPORTATION FLEET AND HEAVY EQUIPMENTS

Franklin F. Taitague 9/24/2025

FRANKLIN F. TAITAGUE
Fleet Services Support Manager (A)

JG/S 9/24/2025

JENNIFER G. SABLAN, P.E.
Assistant General Manager – Operations

bp 9/25/2025

Beatrice P. Limtiaco
(for) General Manager



GUAM POWER AUTHORITY

ATURIDÂT ILEKTRESEDÂT GUÅHAN
P.O.BOX 2977 • HAGÂTNÂ, GUAM U.S.A. 96932-2977

October 03, 2025

Dear Interested Bidder:

Attached herewith please find the Invitation for Bid by the Guam Power Authority (GPA), **IFB-GPA-001-26** relative to the supply of Automotive Ultra-Low Sulfur Diesel Fuel Oil No. 2 (ULSD) and Automotive Regular Unleaded Gasoline, (or “Fleet Fuels”) for the GPA Transportation Fleet. The Fuels supply contract shall be for a three (3) year term, to commence on November 01, 2025 and shall continue until the midnight of September 30, 2026 and with GPA’s option to extend the contract for two (2) additional years renewable annually.

The IFB is divided into two (2) parts:

- PART A: The Solicitation (Instructions to Bidders)
- PART B: Formal Contract and Bid Offer

These documents must be filled out completely by the bidder and must be submitted to GPA in response to this IFB. In addition to these documents, the bidder is required to submit as part of his bid, information pertaining to responsibility and other requirements specified in the solicitation. Failure to do so shall be grounds to declare a bid non-responsive.

All interested bidders are advised to read the instructions carefully and tender their offers in conformance to the material aspects of the Invitation.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Limtiaco", is written over a horizontal line.

Beatrice P. Limtiaco
(for) General Manager

/attachments

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PART A
Solicitation

**INVITATION FOR BIDS TO SUPPLY FLEET FUELS
AUTOMOTIVE ULTRA-LOW SULFUR DIESEL FUEL OIL No.2 (ULSD)**

AND

**AUTOMOTIVE REGULAR UNLEADED GASOLINE
TO THE GUAM POWER AUTHORITY**

SECTION 1.1: BACKGROUND AND SUMMARY OF SOLICITATION

The Guam Power Authority (GPA or Authority) of Guam is a public corporation and an autonomous agency of the Government of Guam. GPA is the sole non-military supplier of electric service on the Island of Guam. The Authority desires to solicit and secure Fleet Fuels (Automotive Ultra-Low Sulfur Diesel Fuel Oil No.2 (ULSD) and Automotive Regular Unleaded Gasoline, hereinafter referred to as “Fleet Fuels”) supply contract.

GPA is hereby soliciting bids for the supply of Fleet Fuels, for a three (3) year term period, with delivery to commence on **December 01, 2025**.

SECTION 1.2: INSTRUCTIONS, PROCEDURES AND REQUIREMENTS FOR BIDDERS

A) TIME AND SCHEDULE

The deadline for the submission of sealed bids is **October 29, 2025 at 10:00 A.M. (CHamoru Standard Time)**. Two (2) copies of the executed Contract (signed by bidder’s authorized representative) and (5) copies of responsive materials, information pertaining to bidder financial responsibility, company profile, history of past GovGuam supply contracts, and others relevant to this bid. Submittals should be received by GPA no later than that date and hour as stated in the instructions. It is advisable to use courier services to expedite delivery of your offer.

B) ADDRESS

Please transmit responsive materials to:

By Mail:
GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932-2977

ATTN: Supply Management Administrator
TELEPHONE: (671) 648-3045 /3055
TELEFAX: (671) 648-3165

By Courier:
GUAM POWER AUTHORITY
Procurement Office
1st floor, Gloria B. Nelson Public Service Building 688 Route 15,
Mangilao, Guam 96913
ATTN: Supply Management Administrator
TELEPHONE: (671) 648-3054/3055
TELEFAX: (671) 648-3165

"The sealed submittal envelope shall be marked on the lower left corner
**"SEALED BID", "FLEET FUELS (AUTOMOTIVE ULTRA-LOW SULFUR
DIESEL FUEL OIL NO.2 or "ULSD" AND AUTOMOTIVE REGULAR
UNLEADED GASOLINE) SUPPLY, IFB NO. GPA-001-26, BID OPENING,
10:00 A.M. (CHamoru Standard Time), October 29, 2025.**

SECTION 1.3: FORM

All bids must be in writing and must be signed by an officer of the bidder having authority to submit such bids. Offers submitted in response to this solicitation shall be in terms of United States Currency and in the English language. The bids should respond in organized fashion to all the requirements of this Invitation for Bids. **Bidders must submit** along with their bid package, the fully executed (**signed**) and completed Contract and Offer, Bid Bond, and other information pertaining to the responsibility of Bidder. Failure to submit any of these bid documents shall be grounds to declare a bid non-responsive.

SECTION 1.4: RECEIPTS, REGISTRATION OF BIDS AND CONFIDENTIALITY

The sealed bids shall be opened publicly on **October 29, 2025 at 10:00 A.M. (CHamoru Standard Time)**. in the Guam Power Authority Procurement Conference Room. For the purposes of this solicitation and bids submitted thereunder, the laws, rules and regulations of Guam concerning confidentiality shall govern.

If the Bidder does not want trade secrets or other proprietary data he submitted disclosed to the public or used by the GPA for any purpose other than the evaluation of his bid, he shall designate such trade secrets or other proprietary data to be confidential and the title page with the following legend; "This data furnished in connection with our bid for supply of fuel oil shall not be disclosed outside the GPA or disclosed in whole or in part or any purpose other than to evaluate the proposal;

provided, that if a Contract is awarded to this bidder as a result of, or in connection with the submission of this data, GPA shall have the right to duplicate, use, or disclose the data to the extent provided in the Contract." This restriction does not limit the GPA's right to use information contained in the data if it is obtained from another source without restriction. The General Manager of GPA or his designee shall examine the bids and determine the validity of any requests for non-disclosure of data as requested by the above legend and he shall take such other action as he is required to by Section 3-202.12.3 of the Guam Procurement Regulations. Bids and modifications shall be time-stamped upon receipt and held in a secure place until the established opening date.

SECTION 1.5: MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by written notice received in the office of GPA prior to the time and date set for the opening scheduled for **October 29, 2025 at 10:00 A.M. (CHamoru Standard Time)**. There shall be no modifications and/or withdrawals after the opening date of bids.

SECTION 1.6: LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATION

Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after **10:00 A.M. (CHamoru Standard Time), October 29, 2025**, is late. No late bid, late modification, or late bid, late modification, or late withdrawal will be considered.

SECTION 1.7: AWARD

Bids will be reviewed and evaluated by GPA and will determine the lowest and most responsive bidder that will be most advantageous to GPA. A written Letter of Award (acceptance of offer) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the offer shall be deemed to result in a binding Contract without further action by either party. GPA reserves the right to waive informalities and minor irregularities in bids received.

A. In the evaluation process, the following factors will be considered (although not necessarily in the order of importance):

1. Price and contract cost;
2. Whether the bidder's ultimate offer meets and conforms with the announced requirements of GPA in all material respects;

3. Previous Experience in meeting requirements of a similarly sized or larger contract;
4. Financial Strength and
5. Overall clarity and presentation of bid and plan to supply fuel o GPA, i.e. how supplier will obtain fuel, how fuel will be delivered to GPA, alternative supply source, etc.;
6. Whether the bidder has:
 - a. The appropriate financial, material, equipment, facility, and personnel resources and expertise, necessary to indicate its capability to meet all Contractual requirements;
 - b. satisfactory references;
 - c. qualified legally to Contract with the territory; and
- B. Bidder is responsible for providing adequate information on operating experience and on financial status (i.e. annual report with audited financial statements) and references for use in evaluating its capabilities.
- C. In addition to the evaluation criteria, GPA may require submission of descriptive literature, technical data, or other material. It may also require accomplishing any of the following prior to award:
 1. inspection or testing of a product prior to award for such characteristics, as quality or workmanship;
 2. examination of such product as to compatibility, grade, appearance, texture, or
 3. other examinations to determine whether it conforms with any other purchase description requirements.
 4. ensure that all DOT fuel requirements are followed and met in accordance with DOT rules and regulations.

SECTION 1.8: BID BOND

All Bidders shall submit, together with all the required submittal documents to GPA, a bid bond for an amount of **no less than Five Hundred Thousand Dollars (US\$500,000.00)**, made payable to the Guam Power Authority in the form of cash, bank draft, certified check, or by wire transfer to Guam Power Authority.

The Account Number details will be provided by GPA to the bidder via e-mail or telephone communication. Unsuccessful bidders will have their bid bonds returned within ten (10) days of the award of Contract.

Bid bond will be returned by check unless otherwise agreed to by the Guam Power Authority. The Bidder with the successful bid will have bid bond returned within five days of confirmation that a satisfactory performance bond has been received by GPA.

For the purposes of this solicitation, the bid bond is being required a form and indication of "good faith" and it is essential to the best interest of the GPA in accordance with the procurement laws, rules and regulations of the Government of Guam and the Guam Power Authority.

Bidders may also be required to furnish financial statements, credit ratings, or other indicators of their financial viability.

SECTION 1.9: PERFORMANCE BONDS

The successful bidder shall submit to the GPA a performance bond in the amount equivalent to ONE HUNDRED PERCENT (100%) of the total annual cost of the CONTRACT BID PRICE OFFER and be made payable to the GPA in the form of a surety issued by a company with a A.M. Best credit rating of "AA"- or better within fifteen (15) days after a Notice of Award is issued to the successful bidder.

For the purposes of this solicitation, the requirement of a performance bond is essential to the best interest of GPA. A performance bond is required in order to assure that CONTRACTOR will perform the terms and conditions of the Contract, and that CONTRACTOR will provide against direct or indirect damages that may be suffered or claimed on account of such delivery of fuel oil supply throughout the term of the Contract.

The required performance bond shall be in substantially the same form as that prescribed in Appendix "A" of this Bid Invitation. Any deviation from the prescribed format must be approved by GPA in advance. Failure to furnish a performance bond at the time specified above and in the manner as provided shall immediately void the contract.

SECTION 1.10: CANCELLATION OF SOLICITATION DELAYS

GPA reserves the right to cancel or to withdraw this Invitation for Bids, to delay determination on this Invitation, to reject all bids or any individual bid in whole or in part, at any time prior to the final award.

In case of cancellation or rejection, bid bonds would be concurrently returned. The reasons for the cancellation, delay or rejection shall be made a part of the procurement file and shall be available for public inspection.

A. Rejection of all Bids.

Prior to the final award, all bids may be rejected in whole or in part when GPA determines in writing that such action is in the Guam's best interest for reasons including, but not limited to:

1. the supplies and services being procured are no longer required ambiguous or otherwise inadequate specifications were part of the solicitation;
2. the solicitation did not provide for consideration of all factors of significance to the territory.
3. prices exceed available funds and it would not be appropriate to adjust quantities to come to within available funds;
4. all otherwise acceptable bids received are at clearly unreasonable prices;
5. there is reason to believe that the bids may not have been independently arrived at in open competition, may have been collusive, and may have been submitted in bad faith.

B. Rejection of Individual Bids

Any individual bid may be rejected in whole or in part when in the best interest of Guam as determined by GPA in its sole discretion. Reasons for rejecting a bid include, but are not limited to:

1. the bidder is non-responsive pursuant to Guam's procurement laws, rules and regulation;
2. the bid is not responsive as it does not conform in all material respects to the Invitation for Bids;
3. the quantity and/or quality of supply or service offered in the bid is unacceptable by reason of its failure to meet the requirements of the specifications set forth in the Invitation for Bids or other acceptability criteria set forth in the Invitation for Bids.

4. Upon request, unsuccessful bidders shall be advised of the reasons for rejection;
5. the bid is not the lowest responsible bidder which meets the requirements and criteria set forth in the Invitation for Bids;
6. the bidder has failed to submit documents relative to the procurement of necessary licenses, permits and authorizations when requested by the Procurement Officer prior to the award.
7. Any changes as initiated by the bidder to the attached Contract form constitute as a basis to declare the bid submittal as non-conformance.

SECTION 1.11: CONTRACT TERM

The Contract Term shall be for Three (3) years to commence on or about **December 01, 2025** or sooner, and shall continue until midnight of the Three (3) calendar year term with an option to extend the contract for two (2) additional one (1) year term of twelve (12) months per renewal term.

The contract price for the EXTENSION TERM shall be at the same price as contract price offer and all other terms remain unchanged. The option to extend shall be upon mutual agreement of both parties, unless sooner terminated in accordance with the provisions hereof, or canceled due to the unavailability of funds. In the event funds are not available for any succeeding months, the remainder of such contract shall be cancelled and the CONTRACTOR shall be reimbursed for the reasonable value of any unpaid balance as procured. The Authority shall notify CONTRACTOR in writing within sixty (60) days if funds are unavailable.

SECTION 1.12: CONTRACT PRICE

The total price per U.S. gallon provided shall be inclusive of all costs and liabilities incurred prior to the delivery to GPA. Bid price shall be entered on Section 1.03 of Article 1 of the executed Contract.

SECTION 1.13: PRODUCT AND QUALITY OF FLEET'S FUEL

The fleet fuels provided hereunder shall have the typical characteristics described in the Contract.

SECTION 1.14: CONTRACT PRINCIPALS

It is important that Contractor fully identify person and entities having any interest in the Contract. GPA reserves the right to require Contractor complete disclosures of owners or stockholders of any entity having interest in the Contract.

SECTION 1.15: CONTRACT CONTROLLING

The comments contained herein are for the use of the bidders and to the extent there is any conflict between the items set forth in this solicitation and the Contract, the Contract language shall govern.

SECTION 1.16: APPENDIX “A” - BID BOND AND PERFORMANCE BOND

BOND NO. _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

(Name of Contractor)

as Principal, hereinafter called the Principal and _____

(Name of Surety)

a duly admitted insurer under the laws of Guam, as Surety, hereinafter called the Surety, are held and firmly bound unto Guam for the sum of _____

Dollars (\$_____), for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW THEREFORE, if the Guam Power Authority shall accept the bid of the Principal and the Principal shall not withdraw said bid within sixty (60) calendar days after the opening of bids, and shall within **ten (10) working days** after the prescribed forms are presented to him for signature, enter into a Contract with the Guam Power Authority in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds, if the Principal shall pay to the Guam Power Authority the difference, not to exceed the amount hereof, between the amounts specified in said bid and such larger amount for which the Guam Power Authority may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, _____.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that _____

(Name of Contractor)

herein after called the Contractor and _____

(Name of Surety)

a corporation duly organized under the laws of the State of _____
(hereafter referred to as: "Surety") authorized to transact business in Guam as
Surety, are held and firmly bound unto the Guam Power Authority, as obligee,
for use and benefit of claimants as herein below defined, in the amount of
_____ Dollars (\$_____))
for the payment whereof the Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Contractor has by written agreement dated , 20 _____,
entered into a Contract with the Guam Power Authority for the **Automotive
Ultra-Low Sulfur Diesel Fuel Oil No. 2 (ULSD) and Automotive Regular
Unleaded Gasoline, (or "Fleet Fuels") for the GPA Transportation Fleet** in
accordance with Drawings and Specifications prepared by the Guam Power
Authority, which Contract is by reference made a part hereof, and is hereafter
referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
the Contractor shall promptly and faithfully perform said Contract, and shall
promptly make payment to all claimants as hereinafter defined for all labor and
material used or reasonably required for use in the performance of the Contract,
then this obligation shall be void; otherwise it shall remain in full force and
effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the
time made by the Guam Power Authority provided the same is within the
scope of the Contract.
- B. Whenever Contractor shall be and is declared to be in default under the
Contract by the Guam Power Authority, and the Guam Power Authority
has performed its' Contract obligations, the Surety may promptly remedy
the default or shall promptly:
 - 1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Guam Power Authority and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by the Guam Power Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Guam Power Authority to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Guam Power Authority or successors of the Authority.
- A. A claimant is defined as one having a direct contract with the Contractor, or with a sub-contractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
 - B. The above-named Contractor and Surety hereby jointly and severally agree with the Guam Power Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Guam Power Authority shall not be liable for the payment of any costs or expenses of any such suit.
 - C. No suit or action shall be commenced hereunder by a claimant:
 1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following:

The Contractor, the Guam Power Authority, or the Surety above named, within ninety (90) calendar days after such claimant did or performed that last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the principal maintains an office or conducts its business.

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

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

SIGNED AND SEALED THIS _____ day of _____ 25
A.D.

IN THE PRESENCE OF:

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

(WITNESS)

(CONTRACTOR) (SEAL)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

PART B

BID SUBMITTAL DOCUMENTS

IFB-GPA-001-26

SECTION 2.1: NOTICE

Please find the Formal Contract. This document as well as others must be filled out and returned to GPA as part of your response. Please be also advised of the requirement of furnishing the bid bond in the designated amount and the information pertaining to responsibility and other requirements specified in the Solicitation that must be submitted together with the aforementioned documents. Bidders are not required to submit Part A-the Solicitation Instructions.

SECTION 2.2: BID OFFER FORMAT

See format on the following page.

OFFER of _____ DATED _____
(company)

TO: GUAM POWER AUTHORITY
GPA Procurement Office, Route 16
Harmon, Guam

_____, the undersigned do hereby declare that _____ have carefully examined Invitation for **Bid IFB GPA-001-26** and do hereby agree to furnish the supply of fleet fuel (fuel quality as referred to Part B, Section 2 of the Contract) GPA official vehicles for a THREE (3) year term, with renewal options, in accordance with the attached Fuel Oil Supply Contract (the “Contract”) terms, conditions and specifications. The Contract price per gallon delivered to Guam Power Authority inclusive of all costs and liabilities incurred prior to delivery for the duration of the Contract is offered as follows:

BID OFFER:

A. Automotive Ultra-Low Sulfur Diesel Fuel Oil No. 2 (ULSD):

OFFER: (in words) _____
(in figures) \$ _____ /gal (in three decimal places)

B. Automotive Regular Unleaded Gasoline:

OFFER: (in words) _____
(in figures) \$ _____ /gal (in three decimal places)

Respectfully submitted,

(PRINT Name & Signature)
BIDDER/ OFFEROR, Duly Authorized
REPRESENTATIVE OF COMPANY

DATE

ADDRESS:

SECTION 2.3: PREAMBLE

P R E A M B L E

This **CONTRACT**, shall be executed on the date of the award, by and between Guam Power Authority, a public corporation, hereinafter referred to as "Authority or "GPA", and _____ hereafter referred to as "CONTRACTOR".

WITNESSETH:

RECITALS

WHEREAS, the Authority has issued an Invitation for Bid **IFB GPA-001-26**, for a THREE (3) year Contract, Invitation for Bid, for the supply of the AUTHORITY’s Automotive Ultra-Low Sulfur Diesel Fuel Oil No. 2 (ULSD) and Automotive Regular Unleaded Gasoline, hereinafter referred to as “Fleet Fuels”), for the Authority’s Transportation Fleet; and

WHEREAS, the Authority will award the Contract to the lowest responsible bidder whose bid conforms to the material aspects of the Invitation; and

WHEREAS, if CONTRACTOR specified herein has been awarded the CONTRACT, Authority and CONTRACTOR have agreed upon the terms and conditions of the Contract;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

SECTION 2.4: FIRM TO FIRM

This is a firm fixed price contract.

SECTION 2.5: FUELS TO BE SUPPLIED:

Contractor agrees to furnish and deliver all the required Fleet Fuels and GPA agrees to accept and pay for all Fleet Fuels delivered to GPA, meeting the specifications requirements for the term of the Contract. The estimated requirement for the Authority's Transportation Fleet shall be:

Automotive Ultra-Low Sulfur Diesel Fuel Oil No.2 (ULSD): about 45,000 gallons per year

Automotive Gasoline, Regular Unleaded: about 55,000 gallons per year)

The fuel supply shall be based from the "designated service stations" as agreed upon by both the Contractor and GPA Procurement/ Supply Management Administrator. Notwithstanding any estimated quantity set forth herein, the CONTRACTOR shall be responsible in supplying all the Fleet Fuels, reasonably required by GPA, even if such quantities exceed the estimates provided above.

FLEET FUEL CARDS:

Contractor shall provide gas station fleet cards at no cost to GPA. Only employees carrying valid fleet cards shall be allowed to refuel at the gas stations. The Authority shall provide a list of employees and may add or delete names of employees authorized to use the gas station fleet card. Fleet cards shall be limited and restricted only for use in refueling of GPA official vehicles.

SECTION 2.6: TERM

The Contract Term shall be for three (3) years to commence on October 01, 2025 or sooner and shall continue until midnight of the three (3) year contract term and with GPA's option to extend the contract for two (2) additional one (1) year term of twelve (12) months per renewal term upon mutual agreement of both parties, unless earlier terminated in accordance with the provisions hereof or canceled due to unavailability of funds.

The contractual obligation of GPA and CONTRACTOR is subject to the availability of funds. In the event funds are not available for any succeeding months, the remainder of such contract shall be canceled and the CONTRACTOR shall be notified within sixty (60) days if funds are unavailable.

SECTION 2.7: CONTRACT PRICE

The total contract BID PRICE per gallon at the gas station pump is (in U.S. Dollars, inclusive of all costs and liabilities, please provide three (3) decimal places):

A. BID PRICE OFFER:

- 1. **Automotive Ultra-Low Sulfur Diesel Fuel Oil No. 2 (ULSD):**
\$ _____ per gallon

- 2. **Automotive Regular Unleaded Gasoline:**
\$ _____per gallon

THE BID PRICE is the sum of the FIXED SERVICE FEE (per gallon) and the BID REFERENCE PRICE as of April 16, 2025 as posted in the Platt’s Asia-Pacific/Arab Gulf (APAG) Marketscan Oil Prices.

BID REFERENCE PRICE:

- A. Automotive Ultra-Low Sulfur Diesel Fuel Oil No. 2 (ULSD)**
Reference Product Code: Gasoil 10ppm

FOB Singapore Posting: \$/bbl	Low	High	Average
	80.91	80.95	80.930

Bid Reference Price = \$1.927 per gallon

- B. Regular Unleaded Automotive Gasoline**
Reference Product Code: Gasoline 92 unleaded

FOB Singapore Posting: \$/bbl	Low	High	Average
	73.77	73.81	73.790

Bid Reference Price = \$1.757 per gallon

INVOICE PRICE DETERMINATION:

The invoice price for the fuel delivered in any month shall be the average of the effective prices reported for Gasoil 10 ppm (for Automotive Ultra-Low Sulfur Diesel Fuel Oil No. 2 or “ULSD”) and Gasoline 92 unleaded (for Regular Unleaded Automotive Gasoline), for all Thursdays of the previous month in the Platt’s Asia-Pacific/Arab Gulf (APAG) Marketscan for FOB Singapore cargoes, plus the Service Fee as calculated.

In the event that Thursday is a legal holiday and no price is posted for that day, the posted price immediately preceding the Thursday holiday (i.e.) Wednesday shall be used.

INVOICE PRICE CALCULATION FORMULA:

INVOICE PRICE = Invoice Reference Price + Fixed Service Fee

INVOICE PRICE = Invoice Reference Price + Fixed Service Fee

INVOICE REFERENCE PRICE = Average of Previous Month’s Thursdays MOPS

Sample data:
Sample Product: Automotive Ultra-Low Sulfur Diesel Fuel Oil No.2 ULSD)
Sample Bid Offer: \$1.221 per gallon

Fixed Service Fee = Bid Offer – Bid Reference Price
= \$1.221- \$1.121

Fixed Service Fee = \$0.100 per gallon

Delivery Month: April 2025 (Invoiced month)
Previous Month: March 2025 (preceding delivery month)

A. Sample Calculation of Platt’s Marketscan Thursdays postings for March 2025:

Sample Calculation of Platt’s Asia-Pacific/Arab Gulf (APAG) Marketscan Thursday postings for March 2025.

Sample Product: Automotive Ultra-Low Sulfur Diesel Fuel Oil No. 2 (ULSD)

<u>MOPS Gasoil 10 ppm</u>	<u>Low</u>	<u>High</u>	<u>Average</u>
March 06, 2025	\$86.04	\$86.08	\$86.060
March 13, 2025	\$85.79	\$85.83	\$85.810
March 20, 2025	\$86.16	\$86.20	\$86.180
March 27, 2025	\$87.81	\$87.85	\$87.830

Average Price: \$86.470 per barrel

Invoice Reference Price:
\$86.470 per barrel
\$ 2.059 per gallon (rounded to three decimal places)

Fixed Service Fee (sample price) = \$0.00 per gallon

B. Invoice Price:

Invoice Price = Invoice Reference Price + Fixed Service Fee

Diesel Invoice Price = \$2.159 per gallon

These is the invoice price (in three decimal places) for Diesel Fuel Oil No. 2 purchases by GPA for the sample month of April 2025.

The invoice price for the fuels (a) and (b), shall be the actual gallons received into GPA’s fleet multiplied by the invoice price as calculated and determined on a monthly basis in reference to Platt’s Asia-Pacific/Arab Gulf (APAG Marketscan Oil Price. All invoices submitted must be accompanied by the product delivery receipts signed by the duly authorized personnel and the service station representative.

SECTION 2.8: FLEET FUELS TO BE PURCHASED- DESIGNATED SERVICE STATIONS

All Fleet’s fuel purchases shall be at the designated self-service GAS SERVICE STATIONS AS AGREED UPON BY AND BETWEEN GPA Supply Administrator and the Contractor’s authorized representative. Fuel refilling shall be limited and restricted to GPA official vehicles only. The purchase is effected upon the fleets’ fuel refilling at the said “GAS SERVICE STATIONS” AND PROPER DOCUMENTATION IS EXECUTED BY THE GAS SERVICE STATION RERPRESENTATIVE AND THE GPA AUTHORIZED PERSONNEL.

SECTION 2.9: TERMS OF PAYMENT

Invoices for Fleet Fuels purchased pursuant to quantity (receipts) and quality prescribed under the terms of this Contract, shall be submitted on a monthly basis, based on the amount of gallons of fuels purchased by GPA. The payment term is thirty days (net) and the Authority shall promptly make payments within a reasonable time not to exceed a period of THIRTY (30) calendar days from the receipt of the invoice. All payments shall be based upon the received (invoiced) quantity.

SECTION 2.10: WARRANTY AND CLAIMS

CONTRACTOR shall provide both express and implied warranties of merchantability and warrants that the Fleet Fuels shall meet the specifications prescribed herein under Section 2 of Article I and other pertinent sections. Claims against the **CONTRACTOR** on account of quality and contaminations (defects), loss or damage to product shall be given in writing by **GPA** within thirty days (30) from date of purchase (delivery) of fuels as specified in Section 1.04. If the fuel oil fails to meet the specifications herein, **CONTRACTOR** shall be liable for any direct damages including, but not limited to, compensation and such damages shall not affect other remedies provided for in the Contract.

SECTION 2.11: PRODUCT AND QUALITY

The typical characteristics of the fuels to be supplied under this contract shall be as follows:

A. AUTOMOTIVE ULTRA-LOW SULFUR DIESEL FUEL Oil No.2 (ULSD) ^A

Typical Characteristics:

Property	ASTM Test Method ^B	Alternate Method ASTM	Unit of Measure	Limits	
Flash Point	D93		°C	52	Min
Water & Sediment	D2709		% vol	0.05	Max
Distillation Temp, °C 90%, recovered	D86		% vol	282 360	Min Max
Kinematic Viscosity	D-445		mm ² at 40°C	1.9 4.1	Min Max
Ash	D482		% mass	0.01	Max
Sulfur	D5453		ppm (µg/g)	15	Max
Copper Strip Corrosion Rating (3hrs min at 50°C)	D130			No.1	Max
Cetane Index	D 613	D976-80 D 4737		46	Min
Aromaticity	D1319		% vol	35	Max
Carbon Residue on 10% distillation residue	D524	D4530 D6371	% mass	0.20	Max
Lubricity, HFRR @ 60°C	D6079		Micron	460	Max
Conductivity	D2624	D4308	pS/m	25	Min
Density @ 15°C	D1298	D4052	Kg/m ³	820 850	Min Max
Gravity, API @ 60°F	D1295	D4052		35 41	Min Max
Color	D1500		ASTM	2.0	Max
Strong Acid No.	D974		mg KOH/g	NIL	
Total Acid No.	D974		mg KOH/g	0.5	Max
Stability (Oxidation), 16Hrs	D2274		mg/L	25	Max

Appearance @ ambient temp	Visual			Report
Guaranteed Heating Value (HHV)	D240		MMBTU/bbl	5.70 Min

^A Follows the minimum requirements for Ultra-Low Diesel Fuel Oils (ULSD) listed under ASTM 975-10.

B. AUTOMOTIVE REGULAR UNLEADED GASOLINE

Typical characteristics:

Property	ASTM Test Method	Alternate Method	Unit of Measure	Limits
Appearance @ Ambient Temp.			VISUAL	Clear & Bright
Color			ASTM	Report
Gravity, API @ 60 deg. F.		D – 1298		Report
DISTILLATION IBP, °C		D-86		Report
10% Evaporation				70 Max
20% Evaporation				Report
50% Evaporation				115 Max
90% Evaporation				180 Max
FBP				215 Max
Residue				2 Max
Reid Vapor Pressure @100°F,	D-5191	D-6378	psi	9 Max
SULFUR Content	D-2622	D-5453	Wt. ppm	300 Max.
Existent Gum	D-381		mg/100 ml	4 Max
Doctor Test	D-4952	IP30		Negative
Induction Period @100°C	D-525		minutes	480 Min
Research Octane No. (RON)	D-2885	D-2699MOD		91 Min
Motor Octane No. (MON)	D-2700MOD			Report
Anti-Knock Index (RON +MON)/2			Calculated	87 Min
Copper Corrosion @3 hrs @ 50°C	D-130			1 Max
Lead Content	D-3237	IP-224	g Pb/ USG	NIL
Phosphorus	D-3231		g/USG	0.005 Max
Benzene	UOP 744MOD	JM63	Wt%	Report
Ethylbenzene	UOP 744 MOD	JM63	Wt%	Report
Toluene	UOP 744 MOD	JM63	Wt%	Report
Total Aromatics	UOP 744 MOD	JM63	Wt%	Report
Xylene	UOP 744 MOD	JM63	Wt%	Report

Note: The Authority may require the CONTRACTOR to conduct additional test as may be necessary.

SECTION 2.12: QUANTITY AND QUALITY ASSURANCE

The CONTRACTOR shall ensure that the “designated GAS SERVICE STATIONS” metered quantity at the pump, the metering device to be calibrated or had been calibrated at a frequency of six (6) months minimum and to be effected with the presentation of calibration certificate as performed by the third party certifying company. GPA will require submittals by the successful Awardee.

- A. FLEET FUELS ON-STOCK INVENTORY**
The CONTRACTOR is required to maintain at its own storage facility, a minimum inventory of 20-days supply requirement, approximately 20,000 gallons for each fuel grade.
- B. FLEET’S FUELS QUALITY TESTING.**
GPA may require the CONTRACTOR to provide quality certification of the Fleet Fuels at no cost to the Authority.

SECTION 2.13: DEFINITIONS

- A. “\$” refers to United States Dollars.
- B. "Barrel" shall mean 42 gallons.
- C. "Day" and "month" mean a calendar day and month respectively.
- D. "Fleet Fuels” means Automotive Ultra-Low Sulfur Diesel Fuel Oil No.2 (ULSD) or Automotive Regular Unleaded Gasoline, consistent with the specifications set forth in Section 2.01,
- E. "Gallon". As used in the Contract, "gallon" shall mean a U.S. standard gallon of 231 cubic inches at sixty degrees Fahrenheit.
- F. “GPA” or “Authority” shall mean the Guam Power Authority.
- G. "Receiving facility" means the GPA transportation fleet.
- H. "Ton" means a metric ton of 2204.62 English pounds.

SECTION 2.14: SECURITY

For security of supply, CONTRACTOR reserves the right to supply the Fleet Fuels meeting GPA specifications from any lawful source. In the event that supplies are taken from such other places, then the price as invoiced to GPA will remain the same as established in Section 1.3.

SECTION 2.15: TAXES and OTHER GOVERNMENT CHARGES

All forms of taxes, fees, charges, duty, or other form of amount equivalent thereto, now or hereafter imposed, levied, or assessed by the United States Government, the Government of Guam, or any instrumentality or agency thereof, in connection with and as a result of the sale of such goods herein provided for, if collectible or payable, shall be the responsibility of the CONTRACTOR.

SECTION 2.16: SPECIFICATIONS

Should GPA wish to alter any of the specifications set out under Section 2, Section 2.1, terms of delivery, for good cause, it shall give written notice to CONTRACTOR within thirty (30) days.

If such changes cause an increase or decrease in CONTRACTOR's cost of performance of Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim by CONTRACTOR for adjustment under this section must be asserted in writing within thirty (30) days from the date of receipt by CONTRACTOR of the notification of changed specifications.

CONTRACTOR and GPA shall, in good faith, negotiate an equitable adjustment pursuant to the change in specifications. If CONTRACTOR and GPA fail to agree on the adjustment to be made within thirty (30) days after CONTRACTOR receives notice of altered specifications, or if CONTRACTOR is unwilling to meet the altered specifications, the parties shall be subject to "Disputes" clause. However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the Contract specifications as changed.

SECTION 2.17: PERMITS AND RESPONSIBILITIES

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

SECTION 2.18: FORCE MAJEURE

No failure or omission to carry out or to observe any of the terms, provisions or conditions of the Contract shall give rise to any claim by one party against the other, or be deemed to be a breach of the Contract if the same shall be caused by or arise out of:

- A. War, etc. War, hostilities, acts of public enemy or belligerents, sabotage, blockade, revolution, insurrection, riot or disorder;
- B. Restraints. Arrest or restraint of princes, rulers or peoples;
- C. Confiscation. Expropriation, requisition, confiscation or nationalization;
- D. Rationing. Embargoes, export or import restrictions or rationing or allocation, whether imposed by law or regulation or by voluntary cooperation of industry at the insistence or request of any governmental AUTHORITY or person purporting to act therefore;
- E. Regulations. Interference by restriction or onerous regulations imposed by civil or military authorities, whether legal or de facto and whether purporting to act under some constitution, decree, law or otherwise;
- F. Acts of God. Acts of God, fire, frost or ice, earthquake, storm, lightning, tide, tidal wave, or peril of the sea, accident of navigation or breakdown or injury of vessels;
- G. Loss for Tankers. Loss of tanker tonnage due to sinking by belligerents or to governmental taking whether or not by formal requisition;
- H. Strikes. Epidemics, quarantine, strikes or combination of workmen, lockouts, or other labor disturbances;
- I. Explosions. Explosion, accidents by fire or otherwise to wells, pipes, storage facilities, refineries, installations, machinery;
- J. Taking by Government. Unavailability of fuel because of the election of the government of the country of its origin to take royalty product in kind;

No failure or omissions to carry out or to observe any of the terms, provisions or conditions of the Contract shall give rise to any claim by one party against the other, or be deemed to be a breach of the Contract from the time of and to the extent occasioned by the Force Majeure.

SECTION 2.19: NOTICE TO OTHER PARTY

Either party whose obligations may be affected by any of the forces or causes set out in Section 3.06, shall promptly notify the other party in writing, giving full particulars thereof as soon as possible after the occurrence of such force or cause. Such party shall exercise due diligence to remove such cause with all reasonable dispatch and to resume performance at the earliest practicable time.

SECTION 2.20: PAYMENT REQUIRED

Notwithstanding the provisions of Section 3.06, GPA shall not be relieved of any obligation to make payments for any Fleet Fuels delivered to/ purchased by GPA, however, during the force majeure condition the obligation shall be suspended, except for all fuels purchased prior to the force majeure condition.

SECTION 2.21: ALTERNATE SUPPLY

In the event CONTRACTOR is unable to fulfill its obligations under this Contract as a result of any negligence on part of the CONTRACTOR OR FAILURE TO MEET GPA 's requirement, GPA may at its sole discretion seek an alternative source for the fleet fuels from other petroleum suppliers. If the cost of fuels during such period exceeds the Contract price as provided in Section 1.03, the CONTRACTOR shall be liable to GPA for the difference in cost and GPA must be reimbursed for such equitable amount as calculated and agreed between both parties.

SECTION 2.22: RESUMPTION OF PERFORMANCE

If CONTRACTOR is prevented from delivering or GPA is prevented from receiving all or any of the Fleet Fuels, to be purchased under the Contract for the reasons which fall within the provisions of Section 3.06, then the party so prevented shall, as to the remainder of the Fleet Fuels not affected thereby, promptly resume performance of the Contract. No curtailment or suspension of deliveries or payment under the causes listed in Section 3.06, shall operate to extend the term of or terminate the Contract unless the occurrence of force majeure will materially impair, for an indefinite period of time, the parties' ability to perform the Contract.

SECTION 2.23: DISPUTES

GPA and CONTRACTOR agree to attempt resolution of all controversies which arise under, or are by virtue of, this Contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the controversy shall be decided by GPA in writing within sixty (60) days after CONTRACTOR shall request GPA in writing to issue a final decision.

If GPA does not issue a written decision within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as though GPA had issued a decision adverse to CONTRACTOR.

GPA shall immediately furnish a copy of the decision to CONTRACTOR, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

GPA's decision shall be final and conclusive, unless fraudulent or unless CONTRACTOR appeals the decision as follows:

- A. For disputes involving money owed by or to GPA under this Contract, CONTRACTOR files appeal of the decision in accordance with the Government Claims Act by filing a government claim with GPA no later than eighteen months after the decision is rendered by GPA or from the date when a decision should have been rendered.
- B. For all other disputes arising under the Contract, CONTRACTOR files an appeal with the Office of the Public Accountability pursuant to 5 GCA §§ 5706(a) and 5427(e) within sixty days of GPA's decision or from the date the decision should have been made.

CONTRACTOR shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

CONTRACTOR shall comply with GPA's decision and proceed diligently with performance of this Contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Contract, except where CONTRACTOR claims a material breach of this Contract by GPA. However, if GPA determines in writing that continuation of services under this Contract is essential to the public's health or safety, then CONTRACTOR shall proceed diligently with performance of the Contract notwithstanding any claim of material breach by GPA.

SECTION 2.24: INDEMNITY

CONTRACTOR agrees to save and hold harmless GPA, its board members, officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the CONTRACTOR, CONTRACTOR's officers, agents (including subcontractors), servants or employees under this Contract.

SECTION 2.25: FAILURE TO SUPPLY

- A. Should CONTRACTOR fail to perform any of the terms, provisions or conditions of this Contract, the CONTRACTOR shall be in default of the Contract agreement. In this event, GPA will provide a written notice to the CONTRACTOR of such default, and provide the CONTRACTOR an opportunity to cure the default within thirty (30) calendar days after the notice of default.

GPA, during this period, in its discretion and in accordance with whatever action, reserves the right to secure similar diesel engine cylinder lubrication oil from other sources; in such event, the contractor shall be responsible for any costs, expenses, fees, and monetary amounts of any nature whatsoever, including but not limited to diesel engine cylinder lubrication oil handling fees, administrative, labor, and operations costs, and all other amounts associated with or related to the securing of such diesel engine cylinder lubrication oil supply by the Authority.

- B. Should the CONTRACTOR fail to cure such default within thirty (30) calendar days after the notice of default thereof, GPA may terminate the Contract in whole or in part. In the event that GPA terminates the Contract by default, then the provisions of the performance bond shall be in effect.

SECTION 2.26: FAILURE TO PAY

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

- A. terminate the Contract effective thirty (30) days after receipt by GPA of written notice if not first cured; or
- B. continue to supply fuel oil and bring suit in the Superior Court of Guam for amounts past due and as they become due.

SECTION 2.27: FAILURE TO COMPLY WITH LAWS

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

SECTION 2.28: TERMINATION FOR DEFAULT

A. 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 provision, or commits any other substantial breach of this contract, GPA may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in thirty days or longer time specified in writing by GPA.

GPA 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 GPA may procure similar supplies or services in a manner and upon terms deemed appropriate by GPA. The CONTRACTOR shall continue performance of the contract to the extent is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

B. CONTRACTOR's Duties.

Notwithstanding termination of the contract and subject to any directions from GPA, 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.

C. Compensation:

Payment for completed supplies delivered and accepted by 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 GPA; if the parties fail to agree, GPA 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 GPA deems to be necessary to protect GPA against loss because of outstanding liens or claims of former lien holders and to reimburse GPA for the excess costs incurred in procuring similar goods and services.

D. Excuse for Non-performance 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 the contract in accordance with its terms (including any failure by the CONTRACTOR to make progress in the prosecution in prosecution of the work hereunder which endangers such performance) if the CONTRACTOR has notified GPA within 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; acts of GPA and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine 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 to permit the CONTRACTOR to meet the contract requirements.

Upon request of the CONTRACTOR, GPA shall ascertain the facts and extent of such failure, and, if GPA 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 GPA under Section 2.30 Termination of Convenience. As used in this Paragraph of the section the term "subcontractor" means subcontractor at any tier.

E. Erroneous Termination for Default.

If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this section, it is determined for any reason that the CONTRACTOR was not in default under the provisions of the section, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delay Performance) of this section, the rights and obligations of parties shall, if the contract contains a section providing for termination for convenience of GPA, be the same as if the notice of termination had been issued pursuant to such section.

If, in the foregoing circumstances, this contract does not contain a section 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.

F. Additional Rights and Remedies.

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

SECTION 2.29: TERMINATION FOR CONVENIENCE

A. Termination

GPA may, when the interest of GPA so requires, terminate this contract in whole or in part, for the convenience of GPA. GPA shall give written notice of the termination to the CONTRACTOR specifying the part of the contract terminated and when termination becomes effective.

B. 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 claim arising out of the termination of subcontracts and orders connected with the terminated work.

GPA may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under terminated order or subcontracts to GPA.

The CONTRACTOR must still complete the work not terminated by the notice of termination and may incur obligation as are necessary to do so.

C. Right to Supplies.

If applicable, GPA may require the CONTRACTOR to transfer title and deliver to GPA in the manner and to the extent directed by GPA:

1. any completed supplies; and
2. such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawing, 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 the contract.

The CONTRACTOR shall, upon direction of GPA, protect and property in the possession of the CONTRACTOR in which GPA has an interest. If GPA 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, §2706 (U.S.C.G. §2706 is quoted at the end of this §6101(10)(d) Utilization of this Section is no way implies that GPA has breached the contract by exercise of the Termination for Convenience Section.

D. Compensation.

1. 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 §3118 (Cost of 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, GPA may pay the CONTRACTOR, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
2. GPA and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Cost of Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GPA, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this section, and the contract price of the work not terminated.
3. Absent complete agreement under Subparagraph (b) of the Paragraph, GPA shall pay the CONTRACTOR the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under the Subparagraph:
 - a. Contract prices for supplies or services accepted under the contract;
 - b. 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;

- c. costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this section. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph;
 - d. 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 subcontract thereunder, together with reasonable storage, transportation, and other costs incurred in connection with protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the CONTRACTOR under the 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 sale of supplies and manufacturing material under Subparagraph (b) of the Paragraph, and the contract price of work not terminated.
4. Cost claimed, agreed to, or established under Subparagraph (b) and (c) of the Paragraph shall in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations. The Uniform Commercial Code states:

Title 13 GCA §2706. Seller's Resale Including Contract for Resale.

- a. Under the conditions stated in §2703 on seller's remedies, if applicable, the seller 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 seller may recover the difference between the resale price and the contract price together with an incidental damages allowed under the provisions of the division (§2710), but less expenses saved in consequence of the buyer's breach.
- b. If applicable, 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 seller. 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, manner, time, place and terms must be commercially reasonable. The resale must be reasonable 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.

- c. If applicable, where the resale is at private sale the seller must give the buyer reasonable notification of his intention to resell.
- d. Where the resale is a public sale:
 - 1. If applicable, 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
 - 2. If applicable, it must be made at a usual place or market for public sale if one is reasonably available and except in case of goods which are perishable or threaten to decline in value speedily the seller must give the buyer reasonable notice of the time and place of the resale; and
 - 3. If applicable, 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
 - 4. If applicable, the seller may buy.
 - 5. If applicable, a purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer even though the seller fails to comply with one or more of the requirements of this section.
 - 6. If applicable, the seller is not accountable to the buyer for any profit made on any resale. A person in the position of a seller (§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 (§2711).

SECTION 2.30: REMEDIES

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

Any dispute arising under or out of this Contract is subject to provision of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

SECTION 2.31: CONTINGENT FEES

All BIDDERS are required to submit a Contingent Fees Affidavit. Failure to do so will mean disqualification and rejection of bid.

SECTION 2.32: NOTICE ADDRESS

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

GPA: General Manager
Guam Power Authority
Post Office Box 2977
Hagatna, Guam 96932
TELEFAX: (671) 648-3224

CONTRACTOR: _____

Telefax: _____

SECTION 2.33: INTEREST OF OTHER PARTIES

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

SECTION 2.34: ASSIGNMENT

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

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

SECTION 2.35: TIME

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

SECTION 2.36: AMENDMENT AND WAIVER

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

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

SECTION 2.37: DESCRIPTIVE HEADINGS

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

SECTION 2.38: DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

All BIDDERS are required to submit a Declaration Re-Compliance with U.S. DOL Wage Determination. Failure to do so will mean disqualification and rejection of bid.

SECTION 2.39: RELATIONSHIP OF PARTIES

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

SECTION 2.40: NUMBER AND GENDER

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

SECTION 2.41: EQUAL OPPORTUNITY CLAUSE

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

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

The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GPA setting forth the provisions of this equal opportunity clause.

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

SECTION 2.42: SUCCESSORS IN INTEREST

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

SECTION 2.43: PARTIAL INVALIDITY

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

SECTION 2.44: GOVERNMENT LAWS AND REGULATIONS

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

SECTION 2.45: GOVERNING LAW

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

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

SECTION 2.46: REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES

The bidder, offeror or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 11 G.C.A. §5601 *et seq.* (Ethics in Public Contracting) of the Guam Procurement Act.

SECTION 2.47: REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

The bidder, offeror or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 G.A.R.§11107 of the Guam Procurement Regulations.

SECTION 2.48: RESTRICTION AGAINST SEX OFFENDERS EMPLOYED BY SERVICE PROVIDERS TO GOVERNMENT OF GUAM FROM WORKING ON GOVERNMENT OF GUAM PROPERTY

All BIDDERS required to submit a Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property affidavit. Failure to do so will mean disqualification and rejection of bid.

Section 2.49: OWNER AND INTEREST DISCLOSER AFFIDAVIT

5 GCA § (Title 5, Section 5233) states:
Disclosure of Ownership, Financial and Conflicts of Interest

- A. Purpose.
The disclosure required by this Section are intended to reveal information bearing on the responsibility of a bidder, and can be obtained by an inquiry regarding responsibility prior to award.
- B. Definitions.
AS used herein, the term “person” shall be interpreted liberally to include the definition found in 1 GCA § 715, and in § 5030(n) of this Chapter, and includes a natural person as well as every entity of whatever form or composition (an “artificial person”) recognized under the laws of Guam other than a natural person, who is a prospective contractor under a bid, offer, proposal or other response to a solicitation, or is a contractor under a contract with the government of Guam, and subject to the provisions of this Chapter.
- C. Public Disclosure of Ownership.
 - 1. The ownership interest to be disclosed under the Section include the interest of a natural of artificial person who owns all or any part of a prospective contractor, bidder, or offeror, whether as proprietor, a partner, limited or otherwise, a shareholder of any class, in which case the percentage ownership interest test shall be based on each class, a member of an association or company, limited or otherwise, and any person owning a beneficial legal interest in any trust, and any other person having the power to control the performance of the contract or the prospective contractor.

2. Prior to award, every person who is a prospective contractor, bidder, or offeror of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten percent (10%) at any time during the twelve (12) month period immediately preceding the date of the solicitation (the “relevant disclosure period”).
 - a. If a prospective contractor, bidder, or offeror is an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such artificial person (a “second tier owner”) greater than twenty-five percent (25%) at any time during the relevant disclosure period.
 - b. If any such second-tier owner is also an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such second-tier owner (a “third tier owner”) of forty-nine percent (49%) or more during the relevant disclosure period.
 - c. If the name of no natural person has been identified as an owner, or a second or third tier owner of the prospective contractor, bidder, or offeror, the Disclosure Statement shall identify the name, position, address, and contact information of the natural person having the authority and responsibility for the performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.
3. Disclosure of Financial Interest.

A prospective contractor shall execute an affidavit disclosing the name of any person who has received or is entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the solicitation by means of a Disclosure Statement, executed as an affidavit under oath, disclosing such interest and shall also contain the amounts of any such commission, gratuity, contingent fee or other compensation.
4. Disclosure of Conflict of Interest.

A prospective contractor shall disclose the name of any person who directly or indirectly participates in any solicitation if such person is also an employee of the government of Guam, or of the government of the United States if federal funds are used in payment of the contract.

5. Every disclosure of an ownership or financial interest of any person required to be identified by this Section shall name the person required to be disclosed and the street address of their principal place of business. All information disclosed or meant to be disclosed under the Section is public procurement data and shall be kept as part of the public record of each procurement.
6. Continuing Duty of Disclosure.
Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by § 5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interest, or conflicts of the persons required to be disclosed herein. Failure to comply with Section shall constitute a material breach of contract.

SECTION 2.49.1: SEVERABILITY

If any provision of this Act or its application to any person or circumstance is found to be invalid or contrary to law, such invalidity shall not affect other provisions or applications of the Act that can be given effect without the invalid provision or application, and to this end of provision of this Act are severable.

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

SECTION 2.50: NON-COLLUSION AFFIDAVIT

Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit, in the form provided with the bid, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

SECTION 2.51: CONTRACT BINDING EFFECT

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

This Contract is binding upon the CONTRACTOR only if CONTRACTOR has been awarded the Contract in response to the **IFB-GPA-001-26**. This Contract is subject to the approval of GPA and the Public Utilities Commission and it shall not be binding on part of GPA until such approval is made as evidenced by the signatories below.

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

Beatrice P. Limtiaco
(for) General Manager

DATE

For **CONTRACTOR**:

(Company Name and Seal)

Name of Authorized Representative
Title

DATE

APPROVED AS TO FORM:

General Counsel
GUAM POWER AUTHORITY

DATE



GUAM POWER AUTHORITY

ATURIDÅT ILEKTRESEDÅT GUÅHAN

P.O.BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96932-2977

Telephone Nos. (671) 648-3045/55 Fax: 648-3165

Lourdes A. Leon Guerrero
I Maga 'håga

Joshua F. Tenorio
I Sigundo Maga 'låhi

BID BOND

NO.: _____

KNOW ALL MEN BY THESE PRESENTS that _____, as

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

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

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

Signed and sealed this _____ day of _____ 2025.

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS FOR SUPPORTING DOCUMENTS REQUIRED.

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent or the following:
 - a. Current Sworn Annual Report (Limited Liability Company (LLC) and/or Corporation) or;
 - b. Current Renewal of Annual Limited Liability Partnership (LLP)

The following reference links below are for reference:

https://www.govguamdocs.com/revtax/docs/SwornAnnualReport_LLC_0609.pdf
https://www.govguamdocs.com/revtax/docs/SwornAnnualReport_Corporations.pdf
https://www.govguamdocs.com/revtax/docs/Renewal_LLP_Registration_r1106.pdf

3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

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



GUAM POWER AUTHORITY

ATURIDÂT ILEKTRESEDÂT GUÅHAN

P.O.BOX 2977 • HAGÂTNÂ, GUAM U.S.A. 96932-2977

SPECIAL PROVISION

FOR

OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

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

5 GCA §5233 (Title 5, Section 5233) states:
Disclosure of Ownership, Financial, and Conflicts of Interest

- (a) Purpose. The disclosure required by this Section are intended to reveal information bearing on the responsibility of a bidder, and can be obtained by an inquiry regarding responsibility prior to award.
- (b) Definitions.
As used herein, the term “person” shall be interpreted liberally to include the definition found in 1 GCA § 715, and in § 5030(n) of this Chapter, and includes a natural person as well as every entity of whatever form or composition (an “artificial person”) recognized under the laws of Guam other than a natural person, who is a prospective contractor under a bid, offer, proposal, or other response to a solicitation, or is a contractor under a contract with the government of Guam, and subject to the provisions of this Chapter.
- (c) Public Disclosure of Ownership.

(1) The ownership interests to be disclosed under this Section include the interests of a natural or artificial person who owns all or any part of a prospective contractor, bidder, or offeror, whether as proprietor, a partner, limited or otherwise, a shareholder of any class, in which case the percentage ownership interest test shall be based on each class, a member of an association or company, limited or otherwise, and any person owning a beneficial legal interest in any trust, and any other person having the power to control the performance of the contract or the prospective contractor.

(2) Prior to award, every person who is a prospective contractor, bidder, or offeror of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten percent (10%) at any time during the twelve (12) month period immediately preceding the date of the solicitation (the “relevant disclosure period”).

(A) If a prospective contractor, bidder, or offeror is an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such artificial person (a “second tier owner”) greater than twenty-five percent (25%) at any time during the relevant disclosure period.

(B) If any such second tier owner is also an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such second tier owner (a “third tier owner”) of forty-nine percent (49%) or more during the relevant disclosure period.

(C) If the name of no natural person has been identified as an owner, or a second or third tier owner of the prospective contractor, bidder, or offeror, the Disclosure Statement shall identify the name, position, address, and contact information of the natural person having the authority and responsibility for the performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.

(d) Disclosure of Financial Interest. A prospective contractor shall execute an affidavit disclosing the name of any person who has received or is entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the solicitation by means of a Disclosure Statement, executed as an affidavit under oath, disclosing such interest and shall also contain the amounts of any such commission, gratuity, contingent fee or other compensation.

(e) Disclosure of Conflict of Interest. A prospective contractor shall disclose the name of any person who directly or indirectly participates in any solicitation if such person is also an employee of the government of Guam, or of the government of the United States if federal funds are used in payment of the contract.

- (f) Every disclosure of an ownership or financial interest of any person required to be identified by this Section shall name the person required to be disclosed and the street address of their principal place of business. All information disclosed or meant to be disclosed under this Section is public procurement data and shall be kept as part of the public record of each procurement.
- (g) Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by § 5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract.”

Section 2. Severability. If any provision of this Act or its application to any person or circumstance is found to be invalid or contrary to law, such invalidity shall not affect other provisions or applications of this Act that can be given effect without the invalid provision or application, and to this end the provisions of this Act are severable.

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

OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
)
HAGATNA, GUAM)

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

1. That the name of each person who owns or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten (10%) at any time during the twelve (12) month period immediately preceding the date of this solicitation are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total percentage of shares:		_____

2. That for any owners listed Section 1 who are artificial persons, the name of each person who owns or has owned an interest in such artificial person (a “second-tier owner”) greater than twenty-five percent (25%) at any time during the relevant disclosure period are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total percentage of shares:		_____

3. That for any owners listed Section 2 who are artificial persons, the name of each person who has owned an ownership interest in such second-tier owner (a “third-tier owner”) of forty-nine percent (49%) or more during the relevant disclosure period are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total percentage of shares:		_____

4. That if no natural person has been identified as an owner in Section 1-3 above, the natural person having the authority and responsibility for the performance of the prospective contract:

<u>Name & Position</u>	<u>Street Address (Principal Place of Business)</u>	<u>Contact Information</u>
_____	_____	_____
_____	_____	_____

The natural person having the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract:

<u>Name & Position</u>	<u>Street Address (Principal Place of Business)</u>	<u>Contact Information</u>
_____	_____	_____

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

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

6. Persons who directly or indirectly participated in this solicitation, if government of Guam employees (or government of the United States employees, if federal funds are used in payment of the contract):

<u>Name & Position</u>	<u>Street Address (Principal Place of Business)</u>	<u>Contact Information</u>

Further, affiant sayeth naught.

Date:

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

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

Notary Public

In and for the Territory of Guam

My Commission expires .

NON-COLLUSION AFFIDAVIT

Guam

)

)ss:

Hagatna

)

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

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

(Declarant)

SUBSCRIBED AND SWORN to me before this _____ day of _____, 2025.

)Seal(

Notary Public

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT
(Offeror)

TERRITORY OF GUAM

HAGATNA, GUAM

)
)
)

SS:

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

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

SUBCRIBED AND SWORN to before me this ____day of _____, 2025.

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

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT

(Proposer)

TERRITORY OF GUAM)

)

SS:

HAGATNA, GUAM

)

, being first duly sworn, deposes and says:

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

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

Signature of Individual if Proposer is a Sole Proprietorship;

Partner, if the Proposer is a Partnership;

Officer, if the Proposer is a Corporation

SUBSCRIBED AND SWORN to before me this day of , 2025.

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

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

Procurement No.: _____

Name of Offeror Company: _____

_____ hereby certifies under penalty of perjury:

- (1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

SUBSCRIBED AND SWORN to before me this ____day of _____, 2025.

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

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director		Wage Determination No.: 2015-5693 Revision No.: 25 Date Of Last Revision: 07/08/2025

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85***
01012 - Accounting Clerk II		16.67***
01013 - Accounting Clerk III		18.64
01020 - Administrative Assistant		23.15
01035 - Court Reporter		18.86
01041 - Customer Service Representative I		14.06***
01042 - Customer Service Representative II		15.39***
01043 - Customer Service Representative III		17.22***
01051 - Data Entry Operator I		13.28***
01052 - Data Entry Operator II		14.49***
01060 - Dispatcher, Motor Vehicle		18.86
01070 - Document Preparation Clerk		15.02***
01090 - Duplicating Machine Operator		15.02***
01111 - General Clerk I		12.37***
01112 - General Clerk II		13.50***
01113 - General Clerk III		15.15***
01120 - Housing Referral Assistant		21.02
01141 - Messenger Courier		12.00***
01191 - Order Clerk I		13.76***
01192 - Order Clerk II		15.02***
01261 - Personnel Assistant (Employment) I		16.86***
01262 - Personnel Assistant (Employment) II		18.86
01263 - Personnel Assistant (Employment) III		21.02
01270 - Production Control Clerk		25.27
01290 - Rental Clerk		11.10***
01300 - Scheduler, Maintenance		16.86***
01311 - Secretary I		16.86***
01312 - Secretary II		18.86
01313 - Secretary III		21.02
01320 - Service Order Dispatcher		16.86***
01410 - Supply Technician		23.15
01420 - Survey Worker		18.69
01460 - Switchboard Operator/Receptionist		10.98***
01531 - Travel Clerk I		15.02***
01532 - Travel Clerk II		16.85***
01533 - Travel Clerk III		18.26
01611 - Word Processor I		15.02***
01612 - Word Processor II		16.86***
01613 - Word Processor III		18.86

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.14
05010 - Automotive Electrician	17.97
05040 - Automotive Glass Installer	16.81***
05070 - Automotive Worker	16.81***
05110 - Mobile Equipment Servicer	14.42***
05130 - Motor Equipment Metal Mechanic	19.14
05160 - Motor Equipment Metal Worker	16.81***
05190 - Motor Vehicle Mechanic	19.14
05220 - Motor Vehicle Mechanic Helper	13.20***
05250 - Motor Vehicle Upholstery Worker	15.64***
05280 - Motor Vehicle Wrecker	16.81***
05310 - Painter, Automotive	17.97
05340 - Radiator Repair Specialist	16.81***
05370 - Tire Repairer	12.98***
05400 - Transmission Repair Specialist	19.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.43***
07041 - Cook I	16.18***
07042 - Cook II	18.86
07070 - Dishwasher	10.00***
07130 - Food Service Worker	10.57***
07210 - Meat Cutter	13.36***
07260 - Waiter/Waitress	9.89***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94***
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47***
09110 - Furniture Repairer, Minor	17.15***
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.49***
11060 - Elevator Operator	10.67***
11090 - Gardener	16.81***
11122 - Housekeeping Aide	10.67***
11150 - Janitor	10.67***
11210 - Laborer, Grounds Maintenance	12.71***
11240 - Maid or Houseman	10.59***
11260 - Pruner	11.37***
11270 - Tractor Operator	15.39***
11330 - Trail Maintenance Worker	12.71***
11360 - Window Cleaner	11.92***
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50***
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.91***
12222 - Nursing Assistant II	14.52***
12223 - Nursing Assistant III	15.85***
12224 - Nursing Assistant IV	17.79
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42

13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05***
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22***
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I (see 1)	15.73***
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	24.23
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	15.71***
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	34.91
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67***
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70***
15120 - Tutor	15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.60***
16030 - Counter Attendant	11.60***
16040 - Dry Cleaner	13.23***
16070 - Finisher, Flatwork, Machine	11.60***
16090 - Presser, Hand	11.60***
16110 - Presser, Machine, Drycleaning	11.60***
16130 - Presser, Machine, Shirts	11.60***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.60***
16190 - Sewing Machine Operator	13.79***
16220 - Tailor	14.34***
16250 - Washer, Machine	12.14***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.70
19040 - Tool And Die Maker	24.77
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.87***
21030 - Material Coordinator	25.27
21040 - Material Expediter	25.27
21050 - Material Handling Laborer	13.83***
21071 - Order Filler	10.67***
21080 - Production Line Worker (Food Processing)	15.87***
21110 - Shipping Packer	17.12***
21130 - Shipping/Receiving Clerk	17.12***
21140 - Store Worker I	17.46***
21150 - Stock Clerk	24.56
21210 - Tools And Parts Attendant	15.87***
21410 - Warehouse Specialist	15.87***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04

23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58***
23050 - Aircraft, Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.70
23120 - Bicycle Repairer	15.81***
23125 - Cable Splicer	24.19
23130 - Carpenter, Maintenance	17.58***
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15***
23290 - Fire Alarm System Mechanic	17.12***
23310 - Fire Extinguisher Repairer	15.81***
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81***
23370 - General Maintenance Worker	14.03***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81***
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.66
23440 - Heavy Equipment Operator	18.87
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83***
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	26.47
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.87***
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81***
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09***
24570 - Child Care Attendant	10.27***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	15.47***
24620 - Family Readiness And Support Services Coordinator	16.09***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89

27000 - Protective Service Occupations		
27004 - Alarm Monitor		11.89***
27007 - Baggage Inspector		10.63***
27008 - Corrections Officer		14.59***
27010 - Court Security Officer		14.59***
27030 - Detection Dog Handler		11.89***
27040 - Detention Officer		14.59***
27070 - Firefighter		14.59***
27101 - Guard I		10.63***
27102 - Guard II		11.89***
27131 - Police Officer I		14.59***
27132 - Police Officer II		16.21***
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		13.68***
28042 - Carnival Equipment Repairer		14.95***
28043 - Carnival Worker		10.11***
28210 - Gate Attendant/Gate Tender		14.50***
28310 - Lifeguard		11.60***
28350 - Park Attendant (Aide)		16.21***
28510 - Recreation Aide/Health Facility Attendant		13.02***
28515 - Recreation Specialist		20.09
28630 - Sports Official		12.91***
28690 - Swimming Pool Operator		17.71***
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		28.62
29020 - Hatch Tender		28.62
29030 - Line Handler		28.62
29041 - Stevedore I		26.63
29042 - Stevedore II		30.60
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		46.07
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		31.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		34.99
30021 - Archeological Technician I		18.41
30022 - Archeological Technician II		20.59
30023 - Archeological Technician III		25.51
30030 - Cartographic Technician		25.51
30040 - Civil Engineering Technician		25.51
30051 - Cryogenic Technician I		28.25
30052 - Cryogenic Technician II		31.21
30061 - Drafter/CAD Operator I		18.41
30062 - Drafter/CAD Operator II		20.59
30063 - Drafter/CAD Operator III		22.96
30064 - Drafter/CAD Operator IV		28.25
30081 - Engineering Technician I		17.32***
30082 - Engineering Technician II		19.44
30083 - Engineering Technician III		21.74
30084 - Engineering Technician IV		26.94
30085 - Engineering Technician V		32.95
30086 - Engineering Technician VI		39.86
30090 - Environmental Technician		25.51
30095 - Evidence Control Specialist		25.51
30210 - Laboratory Technician		22.96
30221 - Latent Fingerprint Technician I		28.25
30222 - Latent Fingerprint Technician II		31.21
30240 - Mathematical Technician		25.51
30361 - Paralegal/Legal Assistant I		21.15
30362 - Paralegal/Legal Assistant II		26.20
30363 - Paralegal/Legal Assistant III		32.04
30364 - Paralegal/Legal Assistant IV		38.76
30375 - Petroleum Supply Specialist		31.21
30390 - Photo-Optics Technician		25.51
30395 - Radiation Control Technician		31.21
30461 - Technical Writer I		25.51
30462 - Technical Writer II		31.21
30463 - Technical Writer III		37.75
30491 - Unexploded Ordnance (UXO) Technician I		29.28
30492 - Unexploded Ordnance (UXO) Technician II		35.43
30493 - Unexploded Ordnance (UXO) Technician III		42.46
30494 - Unexploded (UXO) Safety Escort		29.28
30495 - Unexploded (UXO) Sweep Personnel		29.28
30501 - Weather Forecaster I		28.25
30502 - Weather Forecaster II		34.36
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	22.96
30621 - Weather Observer, Senior	(see 2)	25.51
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.43
31020 - Bus Aide		8.97***
31030 - Bus Driver		12.75***
31043 - Driver Courier		10.53***

31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	12.48***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.50***
31362 - Truckdriver, Medium	12.48***
31363 - Truckdriver, Heavy	17.88
31364 - Truckdriver, Tractor-Trailer	17.88
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27***
99030 - Cashier	10.51***
99050 - Desk Clerk	10.13***
99095 - Embalmer	29.28
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	26.81
99252 - Laboratory Animal Caretaker II	29.29
99260 - Marketing Analyst	21.54
99310 - Mortician	29.28
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.39***
99710 - Recycling Laborer	19.05
99711 - Recycling Specialist	25.72
99730 - Refuse Collector	18.04
99810 - Sales Clerk	11.36***
99820 - School Crossing Guard	19.81
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	26.81
99841 - Vending Machine Repairer	34.14
99842 - Vending Machine Repairer Helper	26.81

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or

at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

SPECIAL PROVISIONS

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

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

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

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

Signature of Bidder

Date

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

Subscribed and sworn before me this _____ day of _____, 2025.

Notary Public

CITY OF _____)
) ss.
ISLAND OF GUAM _____)

_____ [state name of affiant signing below] being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
_____.
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of
the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 2025.

NOTARY PUBLIC
My commission expires _____, _____.



GUAM POWER AUTHORITY

ATURIDÂT ILEKTRESEDÂT GUÅHAN

P.O.BOX 2977 • HAGÂTNÂ, GUAM U.S.A. 96932-2977

Lourdes A. Leon Guerrero
I Maga 'håga

Telephone Nos. (671) 648-3045/55 Fax: 648-3165

Joshua F. Tenorio
I Sigundo Maga 'lâhi

Accountability	•	Impartiality	•	Competence	•	Openness	•	Value
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LOCAL PROCUREMENT PREFERENCE APPLICATION

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

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

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

- ()

(a)

A licensed bonafide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, suing workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory for the Pacific Islands; or
- ()

(b)

A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured; or
- ()

(c)

A business that has a bonafide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or One Hundred Fifty Thousand Dollars (\$150,000.0) whichever is less, of supplies and items of a similar nature to those being sought; or
- ()

* (d)

A service actually in business, doing a substantial business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or national of the United States, or persons who lawfully admitted to the United States to work, based on their citizenship in any of the nations previously comprising the Trust Territory of the Pacific Islands.

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

1.

I _____, representative for _____,

have read the requirements of the law cited above and do hereby qualify and elect to be given the LOCAL PROCUREMENT PREFERENCE for Bid No.: GPA _____.

By filling in this information and placing my signature below, I understand that the Guam Power Authority will review this application and provide me with a determination whether or not the 15% preference will be applied to this bid.
2.

I _____, representative for _____,

have read the requirements of the law cited above, and do not wish to apply for the Local Procurement Preference for Bid No.: GPA _____.

Bidder Representative Signature

Date

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

GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

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

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

- ☒ 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- ☒ 9. **BIDDER’S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- ☒ 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.
- ☒ 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier’s Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Power Authority in the amount of no less than Five Hundred Thousand Dollars (US\$500,000.00).The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier’s check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) **Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.**
- ☒ 12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check payable to the Guam Power Authority issued by any of the local Banks or Bonding Institution in the amount equal to **ONE HUNDRED PERCENT (100%)** of the total annual cost of the Contract Bid Price Offer as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within

10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202.03.4).

- [X] 13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety’s resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 15. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
- [X] 17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

a) Price of items offered.

b) The ability, capacity, and skill of the Bidder to perform.

c) Whether the Bidder can perform promptly or within the specified time.

d) The quality of performance of the Bidder with regards to awards previously made to him.

e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.

f) The sufficiency of the financial resources and ability of the Bidder to perform.

g) The ability of the bidder to provide future maintenance and services for the subject of the award.

h) The compliance with all of the conditions to the Solicitation.
- [X] 18. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
- [] 19. **BRAND NAMES:** Any reference in the Solicitation to manufacturer’s Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but nor restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [] 20. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 21. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder’s account and must be from a certified Testing Association.
- [X] 23. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).

- [] 24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief term description and quantity. Letter marking shall not be less than 3/4" in height.

- [] 25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Guam Power Authority, Dededo Warehouse at (671) 653-2073, Information Technology Division at (671) 648-3060, GPA Transportation Supply at (671) 300-8318 and/or Guam Power Authority Cabras Warehouse at (671) 475-3319 at least twenty-four (24) hours before delivery of any item under this solicitation.

- [] 26. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

- [] 27. **MANUFACTURER’S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

- [X] 28. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

- [] 29. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [] 30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

- [] 31. **GUARANTEE:**
 - a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
 - b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
 - c) **Compliance with this Section is a condition of this Bid.**

- [X] 32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

- [X] 33. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).

- [X] 34. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, se, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.

- [X] 35. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.

- [] 36. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.

- [] 37. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.

- [X] 38. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative towards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.
- [X] 40. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be receive by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.
- [X] 41. **PAYMENT TERMS:** NET THIRTY (30) DAYS after receipt of ORIGINAL invoice for goods and/or services rendered.
- [X] 42. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor’s delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).
- [X] 43. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 44. **FIXED PRICE:** Pursuant to 2 GAR, Div. 4 §3119 (d) (1) Fixed-Price Contract. A fixed –price contract places responsibility on the contractor for the delivery of the product or the complete performance of the services or construction in accordance with the contracted terms at a price that may be firm or may be subject to contractually specified adjustments. The fixed-price contract is appropriate for use when the extent and type of work necessary to meet territorial requirements can be reasonably specified and the cost can be reasonably estimated, as is generally the case for construction or standard commercial products.
- [X] 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____

Title: _____

Address: _____

Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

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

a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder’s risk.

b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.

c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.

d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**

a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.

b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).

c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder’s request and expense, unless otherwise specified by the Solicitation.

d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder’s risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**

a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations Section 3-202)

b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
8. **DISCOUNTS:**

a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **SELLERS’ INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked “original”) unless otherwise specified. Invoices shall be “certified true and correct” and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12 below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations Section 3-202.12.2).
12. **RESTRICTION AGAINST SEX OFFENDERS:**
5 GCA Section 5253, enacted by P.L 28-24 and amended by P.L. 28-98:
The service provider warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of the service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.
13. **DISABLED VETERAN OWNED:** P.L. 34-115. 5 Guam Code Annotated §5011 & §5012
§5011. Policy In Favor of Service-Disabled Veteran Owned Businesses. Notwithstanding any provision of law, and *except* for the procurement of professional services, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service, which is offered by a business concern that is at least fifty-one percent (51%) owned by a service-disabled veteran(s), that entity *shall* procure such supply or service from that business concern, if the supply or service is available within the period required by procuring entity and the price for the supply or service *does not* exceed one hundred five percent (105%) of the lowest bidder, and *shall* be in addition to any other procurement benefit the service-disabled veteran owned business may qualify for under Guam Law.
§5012. Qualifications of a Service-Disabled Veteran Owned Business. A business concern is qualified under §5011 of this Chapter if:
(a.) the business concern is licensed to do business on Guam;
(b.) the business concern maintains its headquarters on Guam;
(c.) the business concern is at least fifty-one percent (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by and award letter from the U.S Department of Veterans Affairs;
(d.) the DD214 and Disability award letter from the U.S Department of Veterans Affairs are submitted to the procuring entity for every service offered; and
(e.) the service-disabled veteran(s) owner of the business concern has filed individual tax returns on Guam for a period of *at least* three (3) consecutive years.”
14. **WOMEN-OWNED BUSINESSES:** P.L. 36.26. 5 Guam Code Annotated §5013.
§5013. Policy In Favor of Women-Owned Businesses.
(a.) Notwithstanding any other provision of law, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service which is offered by a business concern that is at least fifty-one percent (51%) owned by women, that entity *shall* procure such supply or service from that business concern, if the supply or service is available within the period required by procuring entity and the price for the supply or service *does not* exceed one hundred five percent (105%) of the lowest bidder, and *shall* be in addition to any other procurement benefit the women-owned business may qualify for under Guam Law. The procuring entity shall determine the lowest price to the entity in the case of more than one (1) women-owned business, or a women-owned business and a service-disabled veteran owned business, who are competing for the same government contract
(b.) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of the Section if:
(1) the business concern is licensed to business on Guam;
(2) the business concern maintains its headquarters on Guam;

- (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions;
- (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and
- (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years

15. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (P.L. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (Guam Procurement Regulations Section 3-202.12.3).

16. **MULTI-STEP SEALED BIDDING:**

- a. It is defined as two-phase process consisting of a technical first-phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the territory, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-step have their priced bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtained the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers.
- b. In addition to the requirements set forth in the General Terms and Conditions and the Special provisions, the following applies:
 - 1). only unpriced technical offers are requested in the first phase;
 - 2). priced bids will be considered only in the second phase and only from bidders whose unpriced technical offers are found acceptable in the first phase;
 - 3). the criteria to be used in the evaluation at those specified in the Special Provisions and the General Terms and Conditions;
 - 4). the territory, to the extent the Procurement Officer finds necessary, may conduct oral or written discussion of the unpriced technical offers;
 - 5). the bidders, may designate those portions of the unpriced technical offers which contain trade secrets or other proprietary data which are to remain confidential; and,
 - 6). the service being procured shall be furnished generally in accordance with bidder's technical offer as found to be finally acceptable and shall meet the requirements of the Invitation for Bids.
- c. **RECEIPT AND HANDLING OF UNPRICED TECHNICAL OFFERS.**
Unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request nondisclosure of trade secrets and other proprietary data identified in writing.
- d. **EVALUATION OF UNPRICED TECHNICAL OFFERS.**
The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation for Bids. The unpriced technical offers shall be categorized as:
 - 1). acceptable;
 - 2). potentially acceptable, that is, reasonably susceptible of being made acceptable; or
 - 3). unacceptable. The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file.

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

- e. Upon the completion of Phase One, the Procurement Officer shall invite each acceptable bidder to submit a price bid. Upon submission of prices, the Procurement Officer shall prepare the final evaluation and reconsideration for the Chief Procurement Officer's approval.