



GUAM POWER AUTHORITY

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

To All Interested Parties:

Most pandemic-related mandates were lifted effective May 3, 2022. To ensure the continued safety and well-being of GPA personnel, prospective bidders, and guests, please be advised of the following:

1. Virtual meetings and/or conferences are preferred and will be coordinated through the GPA Procurement Division.
2. For In-Person meetings and/or conferences:
 - a. Limit of one (1) representative per prospective bidder when submitting any procurement proposal, and to attend public bid openings.
 - b. Face masks and social distancing may be employed at the option of the individual.
 - c. Persons displaying cold or flu-like symptoms will be asked to leave.

COMPANY NAME:

REPRESENTATIVE NAME:

Print / Sign

Date

BID NO.: Multi-Step GPA-016-23

RFP NO.: _____



JOSEPH T. DUENAS
Chairman



JOHN M. BENAVENTE, P.E.
General Manager

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

Accountability	Impartiality	Competence	Openness	Value
INVITATION FOR BID (IFB) NO.: Multi-Step GPA-016-23				
DESCRIPTION: Petroleum Inspection and Testing Services for Residual Fuel Oil No.6				

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. **Bidders are required to submit one (1) original, six (6) bound copies of their Technical Proposal including one (1) original and six (6) printed copies of the Qualitative Scoring Workbook. One (1) electronic PDF format copy in CD, DVD, and/or USB Flash Drive of the Technical Proposal and Qualitative Scoring Workbook. The BIDDER's Price Proposal shall be submitted in a "SEPARATE SEALED" envelope and consist of one printed copy and one electronic (CD, DVD and/or USB Flash Drive) copy including all addenda, if any, at the closing date and time.**

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. Wire Transfer to Guam Power Authority. Account information shall be sent to bidders upon request.
- c. Letter of Credit or
- d. Surety Bond – Valid only if accompanied by:
 1. Current Certificate of Authority issued by the Insurance Commissioner; 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.

(XX) 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**

(XX) NON-COLLUSION AFFIDAVIT; **Pursuant to Public Law 36-13**

(XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;

(XX) ETHICAL STANDARDS AFFIDAVIT;

(XX) WAGE DETERMINATION AFFIDAVIT;

(XX) RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

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

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

(XX) OTHER REQUIREMENTS:

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

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

On this _____ day of _____, 2023, I, _____, authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

INVITATION FOR BID

ISSUING OFFICE:

Guam Power Authority-Procurement 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



12/28/2022

BEATRICE P. LIMTIACOIMTIACDATE
General Manager (A)(A)

DATE ISSUED:	01/03/2023 01/10/2023	BID INVITATION NO.:	Multi-Step GPA-016-23
BID FOR:	Petroleum Inspection and Testing Services for Residual Fuel Oil No.6		
SPECIFICATION:	See Attached		
DESTINATION:	See Attached		
REQUIRED DELIVERY DATE:	See Attached		

INSTRUCTIONS TO BIDDERS:

INDICATE WHETHER: _____ INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in the form of, one (1) original, six (6) bound copies of their Technical Proposal including one (1) original and six (6) printed copies of the Qualitative Scoring Workbook. One (1) electronic PDF format copy in CD, DVD, and/or USB Flash Drive of the Technical Proposal and Qualitative Scoring Workbook. The BIDDER's Price Proposal shall be submitted in a "SEPARATE SEALED" envelope and consist of one printed copy and one electronic (CD, DVD and/or USB Flash Drive) copy including all addenda, and sealed to the issuing office above no later than (Time) **2:00 P.M.** (Guam CHamoru Standard Time; ChST), Date: **February 15, 2023**. 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 **not less than six (6) months after the Price Proposal Opening Date.**

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

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

BEATRICE P. LIMTIACOIMTIACDATE
General Manager (A)

NAME AND ADDRESS OF CONTRACTOR:	SIGNATURE AND TITLE OF PERSON
_____	_____
_____	_____
_____	_____

Invitation For Multi-Step Bid

IFB No. GPA-016-23

PETROLEUM INSPECTION AND TESTING SERVICES

FOR

RESIDUAL FUEL OIL NO. 6



JENNIFER G. SABLON, P.E.
SPORD Manager

JOHN I. CRUZ, JR., P.E.
Assistant General Manager
Engineering & Technical Services

for **JOHN M. BENAVENTE, P.E.**
General Manager

Invitation For Multi-Step Bid

IFB NO. GPA-016-23

PETROLEUM INSPECTION AND TESTING SERVICES

FOR

RESIDUAL FUEL OIL NO.6



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1. INTRODUCTION

The Guam Power Authority (GPA), hereinafter referred to as GPA, is a public utility corporation that provides electric power service throughout the entire island of Guam.

The Authority plans to purchase bulk supply of Residual Fuel Oil No.6 carried on ocean freight petro-shipping vessels chartered by the supplier. The estimated cargo quantity of fuel is approximately 200,000 barrels per shipment.

The ship is being accommodated at the F-1 Dock Facility owned by the Port Authority of Guam which is currently managed and operated by Tristar Terminals Guam, Inc. The fuel cargoes discharged by the ship are transported by pipeline into the designated shoretanks located approximately 3 miles into the GPA Fuel Farm Facility in Piti and approximately 6 miles into the Tristar Tankfarm Facility in Agat.

GPA and the Petroleum Supplier(s) entered into a supply contract agreement requirement that involves the intervention of an independent third party to provide petroleum inspection and testing services for fuel acceptance during the receiving of Fuel cargoes for the Authority and to provide the necessary documentations consistent with standard industry practices.

The Authority also plans to deliver Residual Fuel Oil No.6 to the plants by shore-to-shore pipeline transfer.

GPA is inviting interested Firms to participate in a Multi-Step Bid for Petroleum Inspection and Testing Services for Residual Fuel Oil No.6.

The Contract shall be for TWO (2) years with THREE (3) year extension options, renewable annually upon mutual agreement of both parties.

All interested parties are hereby on notice that minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color and national origin in consideration for an award. The right is reserved to reject any or all bids and to waive any imperfection in the bids in the interest of the Guam Power Authority.

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

Table 1: Bid Milestones

Bid Process Milestones		From Date	To Date
Bid Announcement		01/03/2023	01/10/2023
Pre-Bid Conference (Non-Mandatory)		01/17/2023	11:00 A.M.
Submit Questions		01/04/2023	01/27/2023
Cut Off Date for Receipt of Questions		01/27/2023	
GPA Review and Answer Questions		01/05/2023	02/03/2023
Vendor Prepare Bids		01/04/2023	02/15/2023
Cut Off Date for Receipt of Proposals (Technical and Price Proposals)		02/15/2023	2:00 P.M.
STEP ONE	Evaluation of Technical Proposal	02/20/2023	02/24/2023
	Determine & Notify Qualified Bidders	02/22/2023	03/03/2023
STEP TWO	Opening of Price Proposal	03/20/2023	2:00 P.M.
	Evaluation of Price Proposal	03/21/2023	03/24/2023
Determine & Notify Qualified Bidders		TBD	TBD
Contract Approval & Award		TBD	TBD
Contract Signing		TBD	TBD
Contract Mobilization		TBD	TBD
CONTRACT Commencement (Inspection)		06/01/2023	

1.1. Invitation for Bid (IFB) Document Organization

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

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

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

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

1.2. Overview and Scope

The CONTRACTOR shall provide GPA with Petroleum Inspection and Testing Services for Residual Fuel Oil No.6 in compliance with the requirements specified in Volume II (CONTRACT) of this bid. The

CONTRACTOR shall also provide qualified and trained personnel to safely, efficiently and legally supply and/or deliver the services required by the Authority under this IFB.

Product quality specification is prescribed in Volume II (Contract) - Schedule A of the solicitation package.

1.2.1. CONTRACT TERM

The Contract Term for the base period shall be for TWO (2) years with options to extend for THREE (3) additional One (1) year term, upon mutual agreement of both parties.

1.2.2. CONTRACT PRICE

The total contract price in U.S. Dollars per barrel for the services delivered to GPA shall be all-inclusive. The contract price structure is described in detail in Volume II (Contract) – Section 4 of the solicitation package.

2. INSTRUCTIONS TO BIDDERS

2.1. Introduction

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

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

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

2.2. Language and Correspondence

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

ATTENTION : 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

PHONE: 1(671) 648-3045/3055

FAX: 1 (671)648-3165

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

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

2.3. Technical and Functional Requirements Examination

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

2.4. Facility Tours

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

For the purpose of familiarizing BIDDERS with the fuel receiving facilities, BIDDERS may request GPA for a scheduled Facility Tour. All requests must be submitted as specified in [Section 2.2](#). Upon approval and subject to the availability of the facility, GPA shall coordinate with the BIDDER regarding the tour details.

2.5. Solicitation Amendment

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

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

2.6. Familiarity With Laws

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

2.7. Cost of Bidding

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

2.8. Price/Cost Data

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

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

2.9. Documents Executed Outside of Guam

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

2.10. Proposal Submittal

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

2.10.1. Technical Proposal Requirements

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

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

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

2.10.1.1 Technical Proposal

Each BIDDER's Technical Proposal shall include the following:

a. Business Structure and Business Approach

The CONTRACTOR shall provide company information such as name, local address, corporate headquarters (if any) and affiliate company in support for the performance of its contractual obligations. The business structure and nature of services provided shall be provided together with the company information. A copy of the Articles of Incorporation and By-Laws or other applicable forms concerning the business organization is also requested. The CONTRACTOR shall outline business concepts to be used in order to perform, meet, and achieve the objectives of this solicitation.

b. Experience and Qualification

The contractor shall provide supporting information showing extensive and reliable experience in Petroleum Inspection and Testing. The CONTRACTOR shall demonstrate its experience and expertise in Petroleum Testing by providing the following:

- Supporting information outlining and/or illustrating past and current successful experience in the Petroleum Inspection and Testing. Include list of clients for the last five (5) years.
- Supporting information to demonstrate compliance with the requirements of Volume II Section 4 and other pertinent sections of the solicitation package.
- Experience with Fuel Handling.

c. Statement of Qualification/ Organizational Structure

The CONTRACTOR shall illustrate its approach in providing Petroleum Inspection and Testing Services to GPA as required under Volume II Section 4 and other pertinent sections of the solicitation package. The CONTRACTOR shall provide an organizational structure including the names and designations of personnel to be assigned in this contract, including a brief description of the qualifications and responsibilities of each personnel.

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

d. Financial Information

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

e. Federal and Regulatory Compliance

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

f. Client references

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

g. Mobilization Capability

The BIDDER shall provide proof of capability to mobilize full support services no later than 30 days after contract signing.

2.10.1.2. Qualitative Proposal Scoring Workbook

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

2.10.1.3. Required Forms

Submittal of required forms as specified in [Section 3](#) of this volume, as well as in Volume III Appendices, is mandatory. GPA shall automatically disqualify any proposal submitted without the supplementary information and required forms listed below:

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

2.10.1.4. Marking and Packaging of Technical Proposal

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

- 1) "TECHNICAL PROPOSAL";
- 2) "PETROLEUM INSPECTION AND TESTING SERVICES FOR REDISUAL FUEL OIL NO.6"
- 3) The BIDDER's Name;
- 4) Invitation for Bid Number;
- 5) Closing Date and Time (Guam Standard Time);
- 6) Addressed to, as follows:

ATTENTION : 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

PHONE: 1 (671) 648-3045/3055
 FAX: 1 (671)648-3165

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

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

2.10.1.5. Technical Proposal Submittal Quantity

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

2.10.2. Price Proposal Requirements

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

- (1) "PRICE PROPOSAL";
- (2) "PETROLEUM INSPECTION & TESTING SERVICES FOR RESIDUAL FUEL OIL NO.6"
- (3) The BIDDER's Name;
- (4) Invitation for Bid Number;
- (5) Closing Date and Time (Guam Standard Time);
- (6) Addressed to, as follows:

ATTENTION : Guam Power Authority-Procurement Office
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 Mangilao, Guam 96913

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 General Manager

c/o JAMIE LYNN C. PANGELINAN

PHONE: 1 (671) 648-3045/3055

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

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

2.10.3. Non-Repudiation Issues

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

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

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

2.10.4. Signature of Bidder

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

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

BIDDERS are advised that the joint venture agreement must include a clause stating that the members of the joint venture are severally and jointly bound.

2.10.5. Cut-Off Date for Receipt of Proposals

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

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

2.10.6. Receipt and Handling of Proposals

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

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

2.10.7. Proposal Changes During Bid Process

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

2.11. STEP ONE PROCEDURES

2.11.1. Evaluation of Technical Proposals

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

2.11.2 Scoring of Technical Proposals

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

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

GPA shall evaluate and score each BIDDER using the methodology as described in [Section 4](#) of this volume. At the conclusion of the evaluation, GPA shall establish a Qualified Bidders List (QBL), and the Procurement Officer or his designee may initiate Step Two if there are sufficient acceptable Technical (Unpriced) Proposals to assure effective price competition in the second phase without technical discussions. If the Procurement Officer or his designee finds that such is not the case, the Procurement Officer shall issue an amendment to this Invitation for Bid or engage in technical discussions with BIDDERS as set forth below.

2.11.3. Discussions of Proposals

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

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

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

2.11.4. Notice of Unacceptable Proposal

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

2.12. STEP TWO PROCEDURES

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

2.12.1. Opening of Price Proposals

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

2.12.2. Proposal Changes During Bid Process

Changes to prices may be made before the cut-off date for the submittal of the Price Proposal.

2.12.3. Proposal Validity

All price/cost data submitted with the BIDDERS' proposals shall remain firm and open for acceptance for a period of not less than nine (9) months after the Price Proposal Opening Date and thereafter shall be subject to renewal by mutual agreement between the BIDDER and GPA. BIDDER shall state the actual date of expiration in their proposal.

2.12.4. Preliminary Examination of Price Proposal

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

Arithmetical errors will be rectified on the following basis:

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

2.12.5. Evaluation Criteria and Comparison of Priced Offers

GPA will evaluate and compare the Priced Offers for Bidder's Technical Proposals that were determined during Step One to be responsive to the tender document requirements. The Scoring Mechanism is further explained in [Section 4](#).

2.13. Award of Contract

The contract will be awarded per BID ITEM to the BIDDER evaluated as being qualified and with the best-priced proposal for the THREE (3) year contract base period. GPA reserves the right to make multiple awards, partial awards, or award in whole, whichever may be most advantageous to the Authority.

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

The BIDDER will be required to send to Guam, within fourteen (14) days of the date of receipt of such notice, a representative or representatives with proper Power-of-Attorney for the purpose of executing a contract with such alterations or additions thereto as may be required to adopt such contract to the circumstances

of the proposal. The successful BIDDER shall provide the required Performance Bond within fourteen (14) working days of receipt of the GPA Notice of Intent to Award.

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

2.14. Bid Bond and Performance Bond Requirements

2.14.1. Performance Bond Form, Amount and Duration

The required performance bond shall be in the form as prescribed in Volume III- Appendix B. At the beginning of the CONTRACT and at the beginning of each GPA Fiscal Year during which the CONTRACT is in effect, the CONTRACTOR shall provide and maintain a performance bond in the amount **equivalent to one hundred percent (100%) of the annual contract cost** for that full or partial fiscal year within the term of the contract. If the CONTRACTOR is declared by GPA to be in default under the CONTRACT, GPA may exercise any or all rights and remedies it possesses under the provisions of the performance bond. The GPA Fiscal Year begins on October 1 and ends on September 30 of the following calendar year.

The CONTRACTOR shall provide a Performance Bond executed by a surety company licensed to do business on Guam.

2.14.2. Bid Bond Form and Amount

A bid bond for an amount of **no less than Fifty Thousand Dollars (US\$50,000.00)** is required and may be in the following form:

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

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

2.15. General Proposal Guidelines and Requirements

2.15.1. Amendments to the Bid Documents

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

2.15.2. Proprietary Data

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

The Procurement Officer or his designee shall examine the proposals to determine the validity of any request for nondisclosure of trade secrets and other proprietary data identified in writing. If the BIDDER and GPA do not agree as to the disclosure of data, the Procurement Officer or his designee shall inform the BIDDER in writing and in e-mail within five working days of the closing date for Proposal submittal what portions of the Proposal will be disclosed and that, unless the BIDDER protests under the Conditions of Contract Disputes clause the information will be so disclosed.

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

2.15.3. Acceptance of Proposals

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

2.15.4. Solicitation Cancellation or Delay

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

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

- a) The supplies and services being provided are no longer required;
- b) The solicitation did not provide consideration of other factors of significance to the Territory;
- c) All otherwise acceptable proposals received have clearly unreasonable price/cost data;

- d) There is reason to believe that the proposals may not have been independently arrived at in open competition, may have been collusive and may have been submitted in bad faith;

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

2.15.5. Disqualification of BIDDER

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

2.15.6. False Statements In Proposal

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

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

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

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

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

All contracts for services to agencies listed herein shall include the following provisions:

- (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and
- (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

3. REQUIRED FORMS AND SUPPLEMENTAL INFORMATION

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

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

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

- Appendix A: Proposal Checklists
- Appendix B: Performance Bond
- Appendix C: Ownership and Interest Disclosure Affidavit
- Appendix D: Non-collusion Affidavit
- Appendix E: No Gratuities or Kickbacks Affidavit
- Appendix F: Ethical Standards Affidavit
- Appendix G: Declaration of Compliance with U.S. DOL's Wage Determination
- Appendix H: Restriction Against Sex Offenders
- Appendix I: Bid Bond Form and Instructions
- Appendix J: Local Procurement Preference Application
- Qualitative Proposal Worksheet.xls
- Price Proposal

3.1. Technical Proposal Forms

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

3.1.1. Proposal Checklists

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

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

3.1.2. Ownership and Interest Disclosure Affidavit

The BIDDER shall fill out the Ownership and Interest Disclosure Affidavit form in Appendix C and submit it with its Proposal.

3.1.3. Non-collusion Affidavit

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

3.1.4. No Gratuities or Kickbacks Affidavit

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

3.1.5. Ethical Standards Affidavit

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

3.1.6. Declaration of Compliance with U.S. DOL's Wage Determination

The BIDDER shall fill out the Declaration of Compliance with U.S. DOL's Wage Determination Affidavit Form in Appendix G and submit it with its Proposal.

3.1.7. Restriction Against Sex Offenders

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

3.1.8. Bid Bond Form

As stated in [Section 2.14.3](#), if a BIDDER desires to submit a bid bond with an acceptable bonding company, the BIDDER must submit original copies of Volume III- Appendix I.

3.1.9. Local Procurement Preference Application

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

3.2. Qualitative Proposal Workbook

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

3.3. Price Proposal Form

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

4. PROPOSAL SCORING MECHANISM

4.1. Overview

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

4.2. Qualitative Proposal Evaluation

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

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

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

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

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

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

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

- Acceptable
- Potentially Acceptable
- Unacceptable.

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

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

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

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

Table 1. Final Evaluation of Bidder Qualification

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

4.3. Price Proposal Evaluation

The contract will be awarded per BID ITEM to the BIDDER evaluated as being qualified and with the best-priced proposal for the THREE (3) year contract base period. GPA reserves the right to make multiple awards, partial awards, or award in whole, whichever may be most advantageous to the Authority.

5. CONDITIONS OF CONTRACT

5.1. Definitions

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

5.2. Accounting

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

5.3. Documentation

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

5.4. Language and Trade Terms

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

5.5. Release of Information

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

5.6. Limitations of Clause

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

Invitation For Multi-Step Bid

MS-GPA-016-23

PETROLEUM INSPECTION AND TESTING SERVICES

FOR

RESIDUAL FUEL OIL NO.6



Volume II

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CONTRACT

CONTRACTOR

GUAM POWER AUTHORITY



INVITATION FOR MULTI-STEP BID

IFB NO. GPA-016-22

PETROLEUM INSPECTION AND TESTING SERVICES

FOR RESIDUAL FUEL OIL NO.6

FORMAL CONTRACT

This Contract for the Petroleum Inspection and Testing Services for Residual Fuel Oil No. 6 (hereinafter referred to as the “Contract”), is made and entered into on the ____ day of ____, 2023 by and between:

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

– and –

Guam Power Authority, hereinafter referred to as the “**Authority**” or “**GPA**”, a Public Corporation with its office located at the **Gloria B. Nelson Public Service Building** **688 Route 15, Mangilao, Guam 96913**;

RECITALS

WHEREAS, GPA seeks the services an independent third-party Petroleum Inspection and Testing Company to comply with its contractual requirements with its fuel supplier; and

WHEREAS, GPA seeks to engage the professional services and assistance of **CONTRACTOR** to provide Petroleum Inspection and Testing services as are specified herein; and

WHEREAS, GPA has provided adequate public announcement of the need for such services through an Invitation for Bid (IFB) describing the type of services required and specifying the type of information and data required of each offeror; and

WHEREAS, GPA has issued an Invitation for Bid for Petroleum Inspection and Testing Services for Residual Fuel Oil No.6 under Invitation for Multi Step Bid IFB No. GPA-016-23; and

WHEREAS, CONTRACTOR submitted a bid for the Petroleum Inspection and Testing Services for Residual Fuel Oil No.6; and

WHEREAS, GPA, upon evaluation of the submitted bid proposals, determined that **CONTRACTOR** is the most responsive bidder to provide the services set forth in the IFB; and

WHEREAS, CONTRACTOR is fully willing to provide, and is capable of providing, the Petroleum Inspection and Testing Services for Residual Fuel Oil No.6 set forth in the IFB and Agreement in accordance with the terms and conditions thereof.

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

SECTION 1. DEFINITIONS

“\$” refers to currency in U.S. dollars.

“ASTM” shall mean the American Society for Testing and Materials.

“API” shall mean the American Petroleum Institute.

“Approved” shall mean that the documents are satisfactory from the standpoint of interfacing with GPA-furnished components, and/or GPA has not observed any statement or feature that appears to deviate from the Specification requirements.

“Approved as Revised” shall mean that the documents are approved as defined above, except that the corrections shown are required for the proper interfacing with GPA-furnished components or are necessary to be in conformance with the Specification's requirements.

“Barrel” shall mean a volume equivalent to 42 U.S. gallons.

“Change Order” shall mean a written instrument to CONTRACTOR signed by GPA authorizing an addition, deletion, or revision in services, or an adjustment in the purchase order price or the delivery time, issued after the effective date of this Contract.

“Contract” shall mean the Petroleum Inspection and Testing Services Contract executed as a result of this IFB.

“Contract Agreement (Agreement)” shall mean the written agreement between GPA and CONTRACTOR covering the furnishing of the services in connection therewith evidencing what is contemplated and agreed to between the parties including any other Contract Documents either attached to the Agreement or made a part hereto by reference herein.

“Contract Documents” shall mean this Contract, the Tender documents, bonds (where required), these General Conditions, any Supplementary Conditions, the Specifications, and any other documents specifically identified in this Contract, together with all Modifications issued after execution of this Contract.

“Contracting Officer” shall mean the General Manager of the Guam Power Authority and shall include his authorized representatives.

“CONTRACTOR” shall mean the party or parties who or which shall have duly entered into a contract with the Guam Power Authority to perform the work herein contemplated or its authorized assignee.

“Day” shall mean a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

“Delivery Time” shall mean the total number of calendar days or the dates stated in the Agreement for furnishing the Goods and/or Special Services.

“Defective” shall mean an adjective which when modifying the word services refers to services which are unsatisfactory, faulty, deficient, do not conform to the Contract Documents, or do not meet the requirements of any Inspection, Testing, reference standard, test, or approval referred to in the Contract Documents.

“Effective Date of the Contract Agreement” shall mean the date indicated in the first paragraph of this Contract on which date this Contract becomes effective, or if no such date is indicated, the date by which this Contract is signed by both parties.

“General Manager” shall mean the Chief Executive Officer of the Guam Power Authority. The office and title of General Manager shall apply to any person acting in a regular or in an acting capacity as the Chief Executive Officer of the Guam Power Authority.

“Goods” shall mean all property required to be furnished by CONTRACTOR under the procurement documents.

“Modification” shall mean a written amendment of this Contract signed by both parties, or Change Order.

“Notice” shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. The CONTRACTOR must provide and maintain a post office address within Guam and file the same with the Contracting Officer.

“GPA” or “Authority” shall mean the Guam Power Authority.

“Facility” shall mean the facilities where services are to be used for or incorporated into.

“Procurement Officer” shall mean The General Manager of the Guam Power Authority or his designee.

“PURCHASER” shall mean the Guam Power Authority with whom CONTRACTOR has entered into this Contract.

“Seller” means the CONTRACTOR.

“Services” shall mean the services to be furnished by CONTRACTOR as required by this Contract.

“Territory” shall mean the Territory of Guam.

SECTION 2. OPERATION OF THIS CONTRACT

The Guam Power Authority's responsibility for the enforcement of this Contract resides with the General Manager or his designee. The CONTRACTOR shall identify to GPA the person(s) responsible for the implementation of the Contract and who shall act as the CONTRACTOR's point of contact.

SECTION 3. CONTRACTOR'S OBLIGATIONS

The CONTRACTOR shall be responsible for the proper Inspection and Testing, and the timely reporting of the product quantity and quality for determining the acceptability/unacceptability of cargo deliveries to GPA without any delays. If delays are experienced which are directly attributed to the Contractor, corresponding penalties, including but is not limited to wharfage/demurrage charges will be billed to the Contractor.

The CONTRACTOR shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required in this Contract, and as specified in the Tender Documents. The CONTRACTOR shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do carry on the Contract to the satisfaction of GPA.

The CONTRACTOR shall establish a standard operating procedure or update existing procedures for preventing product contamination. The CONTRACTOR shall fulfill all other responsibilities related to petroleum Inspection and Testing.

3.1. Scope of Work

Contractor shall provide comprehensive product Inspection and Testing services on Petro-tanker Ships, Shoretanks, Pipelines and other sources relative to ship-to-shore, shore-to-ship, and shore-to-shore fuel transfer operations, at no additional cost to GPA.

Contractor shall be responsible for performing Petroleum Products Inspection and Testing Services for GPA in compliance with the petroleum standards (ASTM, API, ISO or equivalent methods acceptable to GPA), on an as needed basis. Contractor shall provide comprehensive inspection, sounding, and product sampling services on Petro-Tanker Ships, Shoretanks, Pipelines and other sources relative to ship-to-shore, shore-to-ship, and shore-to-shore fuel

transfer operations. The Contractor shall provide comprehensive product Inspection and Testing services under the quality specifications set forth in Schedule A.

A. Petroleum Inspection

Contractor responsibility shall include the following, but is not limited to:

- a. Provide qualified and competent Petroleum Inspectors. A valid certification issued by the International Federation of Inspection Agencies (IFIA) or equivalent is required.
- b. Intervention/ Supervision of cargo discharging and receiving operation; Inspection of pipelines, terminals, ship-to-shore, shore-to-ship, or shore-to-shore transfers; work closely with GPA and its contractors for the safe handling of petroleum products.
- c. Coordination with authorized Terminal and Vessel representatives to perform required function aboard the vessel and at the Shoretank Facility.
- d. Ship compartment inspection before and after cargo discharging for quantity determination;
- e. Shoretanks inspection before and after cargo receipt for quantity determination;
- f. Product sampling for quality determination;
- g. Coordination with the Testing Facility for the product quality determination for acceptability under the quality specifications set forth in Schedule A.
- h. Audit and investigate discrepancies and/or losses exceeding the following limits: 0.40% for in-transit variation (ship-to-ship) and 0.40% for shore-to-shore (loadport versus discharge port) variation.
- i. Document standard operating procedures, application manuals and process manuals for inspection and sampling of petroleum products.
- j. Submit comprehensive, accurate, and timely reporting of ship and shoretank inventory quantities. Provide loadport and discharge port cargo variance analysis (Four Point Analysis) in order to determine discrepancies of ship's cargo quantities for possible cargo claims.
- k. Perform sealing operations;
- l. Represent and defend GPA in all controversies that may arise pertaining to the cargo custody transfer;
- m. Perform other essential functions relative to petroleum inspection.

B. Petroleum Testing

Contractor responsibility shall include the following, but is not limited to:

- a. Testing of petroleum products on “As Needed” basis;
- b. Provide equipment and materials for the determination of the quality of petroleum products;
- c. Ensure quality control procedures are performed for the determination of the quality of petroleum products;
- d. Work closely with GPA and/or its authorized agents for the safe handling of petroleum products;
- e. Coordinate and cooperate with authorized Terminal, Dock and Vessel representatives to perform required function aboard the vessel and at the Shoretank Facility;
- f. Prioritize testing of critical parameters as required by GPA;
- g. Provide test results in a timely manner;
- h. Resolve controversies on fuel quantity and quality as it arises;
- i. Provide technical advice to GPA as may be required;
- j. Other essential functions relative to petroleum testing.

The CONTRACTOR shall ensure that the products in GPA’s storage tanks meet the Fuel Specifications required by GPA. The CONTRACTOR shall not cause to contaminate the product stored in the bulk storage tanks, and shall be liable for any product contamination resulting from the negligent acts of its employees or agents. Such negligent acts shall be subject to claims by GPA against the CONTRACTOR.

3.2. Contractor Facility.

Contractor must maintain an Inspection and laboratory facility in Guam. Petroleum testing facility shall hold a valid certification issued by a recognized institution such as ISO or equivalent. Such certification shall be provided to GPA.

3.3. Personnel.

The CONTRACTOR shall provide qualified and competent personnel to deliver the services required by the Authority. CONTRACTOR shall provide all personnel required to safely, efficiently, and legally receive all vessel shipments and other

fuel movement operations as may be required by the Authority. The CONTRACTOR shall provide adequate number of qualified and trained personnel to properly conduct Petroleum Inspection and Testing Services for Residual Fuel Oil No.6.

3.4. Quality Testing Standard and Laboratory Capability

- a. Contractor must maintain its own laboratory facility in Guam and must be capable of providing the testing services for all the parameters listed in Schedule A.
- b. Contractor must follow testing protocols as per ASTM, API, ISO and other internationally recognized testing standards and as agreed with GPA.
- c. Contractor must be capable of providing the testing services of no less than sixty percent (60%) of all the parameters listed in Schedule A with the inclusion of the critical parameters, in the Guam laboratory facility. GPA reserves the right to require the Contractor to increase its capability and require additional parameters to be tested in Guam.
- d. Testing and submittal of test results shall be expedited and transmitted immediately to GPA or its assigns upon completion of the analytical testing.
- e. Contractor must and shall continue to participate in various Laboratory Correlation schemes such as ASTM Inter-Laboratory Crosscheck Program, Global round robin program, the US Navy Correlation Program, Shell Main Products Correlation Schemes, or other program as may be suggested by GPA. Contractor shall provide GPA annually at a minimum, with a most recent copy of the certificate of participation from the program it is presently enrolled.
- f. In the event of equipment breakdown, Contractor shall exert its best effort to restore or replace the defective equipment expeditiously. Contractor may sub-contract testing services to other qualified and petroleum-certified laboratory facility in Guam at no additional cost to GPA. Prices shall be at the contract price or lesser.

3.5. Delivery Time

- a. Contractor must deliver accurate and speedy results. Inspection and Testing must be treated as urgent and results must be provided as quickly as possible without compromising accuracy and quality.

- b. Contractor shall monitor delivery times to include custody transfer reports, monitoring and logging of receipt, testing and reporting of results of the sample(s). Delivery time for complete custody transfer report and test results shall be provided to GPA no later than 4 working days after completion of cargo receipt and receipt of the sample(s), respectively.
- c. Contractor must make every effort to improve over-all efficiency.

3.6. Reporting

- a. Contractor shall have the ability to tailor its reports in a format that will satisfy the client's needs. These reports can be delivered either by hard copy or electronically. Electronic transmittals must allow the merging of documents or extraction of pages.
- b. Contractor shall submit comprehensive, accurate, and timely reporting of product quantities and qualities.
- c. Contractor shall determine and immediately report to GPA, any significant discrepancies between the loadport and discharge port cargo quantity, quality analysis, or out-of-specification quality results for potential cargo claims.

3.7. Sample Handling

Samples shall be retained at the Contractor's facility no less than ninety (90) days at no additional cost to GPA. Samples exceeding the retention period shall be disposed by the Contractor at no additional cost to GPA.

3.8. Coordination with GPA.

Contractor shall coordinate with the GPA and its agents for all Petroleum Inspection and Testing related activities.

3.9. Access to Facility.

Contractor shall provide GPA safe access to its Inspection and Laboratory facility. Contractor shall familiarize, expose, or allow GPA staff to witness and/or

observe inspections and/or laboratory testing along with specifying the particular analyses of interest.

3.10. Others

Contractor shall perform other relevant petroleum inspection and testing functions as may be required by GPA.

SECTION 4. CONTRACT TERM

4.1 Term.

The term for the Contract shall be for a TWO (2) year period.

The Contract shall commence on or about June 1, 2023 and shall continue until the midnight of May 31, 2025.

GPA shall have the right to extend the Contract for THREE (3) additional one-year (1-year) terms with the mutual consent of both parties.

4.2 Extension.

Prior to the expiration of the two-year Contract term, GPA may, at its election, extend the Contract for up to three additional one-year terms. GPA and CONTRACTOR may renew this agreement upon the mutual agreement of the parties.

4.3 Notice of Extension.

GPA shall notify CONTRACTOR in writing its intent to extend the Contract for any extension no later than six months before the contract termination date. GPA shall give appropriate notice of its intentions regarding its option to exercise contract extension. The notification will include the number of years GPA intends to extend the Contract, not to exceed three (3) years.

At the beginning of the 2nd Contract year GPA and the CONTRACTOR shall negotiate the Contract extension terms based on the optimum requirements for the facility. These requirements shall be considered as starting negotiation points between GPA and the CONTRACTOR, should GPA elect to exercise the optional Contract extension. Final confirmation by mutual agreement between GPA and the CONTRACTOR for Contract extension shall be given after completion of negotiation no later than six months before Termination Date. However, GPA may elect to reverse its decision without penalty at any time

within six months of the end of the Contract period based on the CONTRACTOR's poor performance during this period and Contractor's failure to cure.

SECTION 5. COMPENSATION FOR SERVICES

- (a) GPA shall pay CONTRACTOR for costs and services rendered hereunder in accordance with this Agreement. Compensation for services performed and provided by CONTRACTOR at the rate stipulated in this section. Payment shall be made within 30 days of after receipt of an acceptable invoice. In the event of any dispute with regard to any portion of the invoice, the undisputed portion shall be paid pending settlement of the dispute. Should GPA fail to make any payment due to CONTRACTOR under this Agreement, GPA shall pay interest to CONTRACTOR in accordance with the provisions of the Prompt Payment Act, 5 GCA Sections 22502-22507.
- (b) Final payment shall be made upon delivery and acceptance of all Services as herein specified and performed under this Agreement. Prior to final payment, and as a condition precedent thereto, CONTRACTOR shall execute and deliver to the Authority a release of any claims arising under and by virtue of this Agreement against the Authority except any identified written claims in existence at the time of the final payment.
- (c) The prices and costs set forth in this Agreement are based on the assumption that the Services performed will be subject to the Guam Gross Receipts Tax. CONTRACTOR is responsible for payment of any applicable taxes.

SECTION 6. CONTRACT PRICE

The Contract Price constitutes the total consideration to be paid by GPA to CONTRACTOR for the complete delivery of all Contract Items, and for performing other services in connection therewith in accordance with the Contract Documents as amended by the parties pursuant to the Agreement. The Price or Cost for each Contract Item under this Agreement shall remain fixed during the term of this Agreement. Unless expressly provided otherwise in the Contract Documents, the Contract Price is not subject to escalation in respect of materials and/or labor cost or any other factor or variation in rates of exchange, and all duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at its expense without change in the Contract Price. Charges, fees, CONTRACTOR's profit, and all other expense shall be deemed to be included in the Contract Price. Only a formal Change Order request, accepted by GPA, may change the Contract Price. CONTRACTOR shall make any claim for an increase in the

Contract Price in advance of performance of any such changes. However, GPA reserves the right to challenge or refute such claims.

Item A: Inspection Fee

Contract Period	2-Year Base Period \$/bbl (in 3 decimals)	1 st Year Extension Option \$/bbl (in 3 decimals)	2 nd Year Extension Option \$/bbl (in 3 decimals)	3 rd Year Extension Option \$/bbl (in 3 decimals)
Inspection Fee				

Item B: Testing Fee

Item	Test Parameter	2-Year Base Period (\$)	1 st Year Extension (\$)	2 nd Year Extension (\$)	3 rd Year Extension (\$)
1	Sulfur Content				
2	Sulphur Mercaptan				
3	Pour Point				
4	Flash Point				
5	Kinematic Viscosity				
6	Sediment By Extraction				
7	Water By Distillation				
8	Vanadium Content				
9	Silicon Content				
10	Aluminum Content				
11	Guaranteed Gross Heating Value (HHV)				
12	Micro- Carbon Residue				
13	Ash				
14	Asphaltenes				
15	Sodium				
16	Total Sediment (Existent)				
17	Total Sediment (Potential)				
18	Total Sediment (Accelerated)				
19	Compatibility				
20	API Gravity				

21	Density @ 15 °C				
22	Odor				
23	Hydrogen Sulfide content (in liquid phase)				
24	Zinc				
25	Phosphorus				
26	Calcium				
	TOTAL				

SECTION 7. QUALITY ASSURANCE

Product quality specification is listed in Schedule A.

Contractor shall supply all the necessary equipment required to perform all Inspection and Testing requirements. Equipment shall be calibrated per API, ASTM or other appropriate standards. Records of equipment calibration shall be available upon request of GPA at all times.

Contractor shall be accountable for the integrity of any test or measurement data either performed by Contractor or its sub-Contractor or agents. Contractor agrees that for any such data:

- a. The Contractor shall maintain a quality assurance and quality control system to detect and correct erroneous data.
- b. All reports shall be complete and accurate.
- c. All reports shall be submitted in a timely manner.
- d. Specified industry standard test and equipment calibration procedures shall be followed. Any changes or modification shall require prior approval by GPA.
- e. Contractor's personnel shall be properly trained in analysis and data management.

CONTRACTOR shall be solely responsible for the cost resulting from any direct damages due to failure in quality caused by the negligence of the CONTRACTOR.

SECTION 8. WARRANTY

The CONTRACTOR's obligation to deliver and perform services in connection therewith in accordance with the Agreement is absolute, and the CONTRACTOR warrants and guarantees to GPA that all services will be in accordance with the Contract Documents.

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

SECTION 9. DEFECTIVE WORK

No work or material which may be defective will be considered accepted as a consequence of the failure of the GPA to discover or to point out said defects.

The fact that the GPA may have overlooked defective work shall not constitute the acceptance of work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK.

If at any time GPA notifies THE CONTRACTOR in writing that any of the Services are defective, THE CONTRACTOR shall promptly provide acceptable services. If THE CONTRACTOR fails to do so, GPA may obtain the alternate or substitute services elsewhere. All costs of correcting or of obtaining services elsewhere will be charged against THE CONTRACTOR.

GPA may at any time by order given in writing stop any work not being done according to specifications and any order so given shall not in any way relieve the CONTRACTOR from completing his contract and shall not in any way terminate, cancel or abrogate the contract or any part thereof, and the Government of Guam shall not in any way be responsible for the delay due to stopping the work as aforesaid.

SECTION 10. DEFAULT

In the event either party of this Contract fails to perform any of the provisions of this Contract, the other party must notify the party in default in writing of the deficiency or non-performance. The party in default has thirty (30) calendar days in which to remedy such default. If such default is not cured within thirty (30) calendar days, the other party may terminate all or part of the Contract. Events of default include but are not limited to the following:

- (a) Failure of CONTRACTOR to provide evidence of an acceptable performance bond on specified time.
- (b) Failure of the GPA to pay invoices within 30-days of receipt.
- (c) Failure of CONTRACTOR to adhere to the terms of the Contract.

SECTION 11. LICENSES, PERMITS, TAXES, AND RESPONSIBILITIES

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

SECTION 12. SUBCONTRACTS

Nothing contained in the Contract documents shall be construed as creating any contractual relationship between any sub-CONTRACTOR and the GPA. The diffusion or sections of the specifications are not intended to control the CONTRACTOR in dividing the work among subcontractors or to limit the work performed by any trade.

The CONTRACTOR shall be as fully responsible to the GPA for the acts and omissions of subcontractors and of persons employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor.

The CONTRACTOR shall be responsible for the coordination of the subcontractors engaged in work under this Contract.

The CONTRACTOR shall, without additional expense to the GPA, utilize the services of specialty subcontractors on those parts of the work which are specified to be performed by specialty subcontractors.

GPA will not undertake to settle any differences between the CONTRACTOR and his subcontractors or between subcontractors.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work including waiver of mechanics liens to bind subcontractors by the terms of the Contract documents insofar as applicable to the work of subcontractors and to give the GPA any exercise over the CONTRACTOR under any provisions of the Contract documents.

SECTION 13. ASSIGNMENT OF AGREEMENT

The CONTRACTOR shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the GPA and of all the sureties executing any bonds on behalf of the CONTRACTOR in connection with said contract. In case the CONTRACTOR assigns the whole or any part of this Contract or assigns all or any part of any monies due or to become due under this Contract, the

instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the CONTRACTOR or otherwise shall be subject to all of the terms and conditions of this Contract or supplemental thereto, the rights and remedies of the GPA thereunder or arising by operation of the law and to the liens of all persons, firms, and corporations for services rendered or materials supplied in connection with the performance of the Contract.

SECTION 14. EQUAL OPPORTUNITY

- 14.1 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. The CONTRACTOR will take affirmative action to insure that qualified applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs 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 nondiscrimination clause.
- 14.2 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, religion, sex, color, age, economic status, or national origin.
- 14.3 The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the GPA, advising the said labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

SECTION 15. PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRITORY

GCA 5 §5630(c) prohibits the CONSULTANT against gratuities, kickbacks, and favors to the Territory and 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 the Guam Procurement Laws and Regulations.

SECTION 16. RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

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

It states:

(b) All contracts for services to agencies listed herein shall include the following provisions:

(1) warranties that no person providing services on behalf of the CONTRACTOR has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and

(2) that if any person providing services on behalf of the CONTRACTOR is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

SECTION 17. CLAIMS AND DISPUTES

All controversies between the GPA and the CONTRACTOR which arise under, or are by virtue of, this Contract and which are not resolved by mutual agreement of the parties shall be decided as set forth in 5 G.C.A §5427 of the Guam Procurement Law.

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, the controversy shall be decided by GPA in writing within sixty (60) days after the CONTRACTOR shall request GPA in writing to issue 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 the CONTRACTOR.

GPA shall immediately furnish a copy of the decision to the 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 the CONTRACTOR appeals the decision as follows:

(A) For disputes involving money owed by or to GPA under this Contract, the 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 this Contract, the CONTRACTOR files an appeal with the Office of the Public Accountability pursuant to 5 G.C.A. §§ 5706(a) and 5427(e) within sixty days of GPA's decision or from the date the decision should have been made.

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

The Contractor may but is not obligated to exhaust administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws. Notwithstanding anything to the contrary in this Agreement, Contractor is entitled to submit or file any action or dispute to the Superior Court of Guam in accordance with applicable laws at any time.

SECTION 18. TERMINATION FOR CONVENIENCE

GPA may terminate the performance of the services under this Contract in accordance with this clause in whole, or in part, whenever GPA determines that such termination of Contract is in the best interest of the Guam Power Authority and its ratepayers.

Either party may terminate the performance of the services under this Contract in accordance with this clause in whole, or in part, at the discretion or in the best interest of such party, by providing sixty (60) days prior notice to the other party.

SECTION 19. 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 Guam, GPA may in its sole discretion terminate this Contract upon 30 days written notice.

SECTION 20. 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.

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

SECTION 21. GOVERNING LAW

This Contract is made under, and shall be governed and construed in accordance with, the laws, statutes and regulations of the Territory of Guam, to the exclusion of all other legal systems. Wherever a term defined by the Uniform Commercial Code is used in the Contract the definition contained in the Uniform Commercial Code of Guam will control, unless otherwise specified.

The parties expressly submit to the jurisdiction of the Superior Court of the Territory of Guam, for the resolution of any dispute or difference or claims between the parties in connection with the Contract, and to service of process by registered mail. Judgment upon any award rendered by the Superior Court of the Territory of Guam may be entered in any court of any country having jurisdiction, and such award shall be binding upon the parties. Either party waives all rights against the other party to claim consequential, special or punitive damages.

SECTION 22. RELATIONSHIP OF PARTIES

Nothing contained in the Contract as awarded to the successful offeror 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 supplier of services and beneficiary.

SECTION 23. NOTICE TO OTHER PARTY

Either party whose obligations may be affected by any of the forces or causes set out in Section 28, shall promptly notify the other party in writing, giving full particulars thereof as soon as possible after such occurrence of such force or cause. Such party shall exercise due diligence to remove such cause with all reasonable dispatch and shall exert every efforts to resume performance at the earliest practicable time.

SECTION 24. NOTICES

Any notice, demand or any document required or permitted to be delivered hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the mail, postage prepaid, registered or certified mail, addressed to the parties at their respective address indicated below:

To: _____

(CONTRACTOR)

FAX Number: _____

Address: _____

TO: GUAM POWER AUTHORITY
 Attention: General Manager
 FAX Number (671) 648-8163
 P.O. Box 2977, Hagatna
 Guam 96932-2977

SECTION 25. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**25.1. Mandatory Insurance Requirements.**

Prior to commencing the work, CONTRACTOR shall obtain and, thereafter maintain during the contract period, insurance with companies acceptable to GPA. The CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so

obtained and approved. The minimum limits of insurance shall be as follows unless a higher limit is required by statute:

1. **General Liability.** General Liability including products, completed operations and contractual coverage for this Agreement. It shall have coverage for “on an occurrence basis” commercial general liability which includes GPA’s and CONTRACTOR’s protective and contractual liabilities, and have a general aggregate limit of One Million US Dollars (US\$1,000,000), a products and completed operations aggregate limit of One Million US Dollars (US\$1,000,000), and a single occurrence limit of One Million US Dollars (US\$1,000,000), and One Million US Dollars (US\$1,000,000) for any of the above.
2. **Auto Liability.** Auto Liability covering bodily injury and property damage. It shall carry coverage for owned, hired and non-owned vehicles, which includes endorsement for loss, property damage or destruction and personal bodily injury in single aggregate minimum amount of One Million US Dollars (US\$1,000,000) for each occurrence.
3. **Worker’s Compensation and Employer’s Liability.** Worker’s Compensation and Employer’s Liability – Statutory Limits. The coverage shall include all employees and all statutory limits and requirements for workers’ compensation for the Territory of Guam, and including but not limited to employers’ (CONTRACTOR) liability for employee bodily injury.

25.2. Certificate of Insurance.

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

25.3. Insurance Company and Agent.

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

SECTION 26. INDEMNITY

Both parties shall indemnify, defend and hold harmless the other party against all loss, damage, or expense (including reasonable attorney's fees incurred by each party) arising out of the performance of the services, including injury or death to any person or persons resulting from the negligent acts or omission of the either party or the either parties' employees, servants, agents or subcontractors.

The maximum aggregate liability of Contractor in Contract, tor (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provide in accordance with this Agreement shall be an amount equal to the fees paid by GPA and/or its supplier to Contractor for the Services performed in accordance with this Agreement.

SECTION 27. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY

In case of an emergency which threatens loss or injury of property and/or safety or life, the CONTRACTOR shall act, without previous instructions from the GPA, as the situation may warrant.

SECTION 28. 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 cause 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 of nationalization;
- (d) Rationing. Embargoes, export or import restrictions or rationing or allocation, whether imposed by law, decree or regulation or by voluntary cooperation of industry at the insistence or request of any governmental authority or person purporting to act therefore;
- (e) Regulations. Interference by restriction or onerous regulations imposed by civil or military authorities, whether legal or de factor 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, pandemics;
- (g) Loss of Tankers. Loss of tanker tonnage due to sinking or capture by belligerents, to include acts of piracy or to governmental taking whether or not by formal requisition;
- (h) Accidents. Accidents to or adjuncts of shipping navigation;
- (i) Strikes and Quarantine. Epidemics, quarantine, strikes or combination of workmen, lockouts, or other labor disturbances;
- (j) Explosions. Explosion, accidents by fire or otherwise to wells, pipes, storage facilities, refineries, installations, machinery;
- (k) Taking by Government. Unavailability of fuel because of the election of the government of the country of its origin to confiscate, retain, ban export, or otherwise prevent shipment of fuel;
- (l) Mechanical Breakdown. Unavailability of GPA's electric generating plant and any, or all, appurtenances thereto, including transmission and distribution facilities, due to any mechanical operate as designed, emergency outages of equipment or facilities for the purpose of making repairs to avoid breakdown thereof or damage thereto other than regularly scheduled repairs or regular maintenance; or
- (m) Other Events. Any event, matter or thing wherever occurring and whether or not of the same class or kind as those set forth, which shall not be reasonably within the control and without the fault or negligence of the party affected thereby.

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

Invocation of Force Majeure

The party invoking Force Majeure shall perform the following:

- i. Notify the other party as soon as reasonably possible by facsimile, e-mail, telex, cable or Messenger/courier of the nature of Force Majeure, anticipated exposure time under Force Majeure, and the extent to which the Force Majeure suspends the affected party's obligations under the CONTRACT;
- ii. Consult with the other party and take all reasonable, prudent steps to minimize the losses of either party resulting from the Force Majeure;
- iii. Resume the performance of its obligations as soon as possible after the Force Majeure condition ceases.

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

Force majeure claims shall be submitted within 90 days. After this period, no claims shall be accepted by any parties.

SECTION 29. ATTORNEY'S FEES AND COSTS

CONTRACTOR agrees that should a default by either party result in litigation, the successful party shall be entitled to recover its costs and reasonable attorney's fees from the defaulting party.

SECTION 30. REMEDIES

Any dispute arising under or out of this Contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. Notwithstanding anything to the contrary in this Agreement, Contractor is entitled to submit or file any dispute to the Superior Court of Guam in accordance with applicable laws.

SECTION 33. COVENANT AGAINST CONTINGENT FEES

The Contractor represents and warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage,

brokerage fee, gifts or any other consideration contingent upon or resulting from the award of making of this Contract. For breach or violation of this warranty, GPA shall have the right to annul this Contract without liability, or in its discretion to deduct from the Contract Price of consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 32. WAGE DETERMINATION (5 GCA ARTICLE 13)

- a. The CONTRACTOR shall pay its employees whose purpose in whole or in part is the direct delivery of services in accordance with the Wage Determination applicable to this Contract.
- b. In addition to the subsection above, the CONTRACTOR shall pay said employees health and similar benefits having a minimum value as detailed in the Wage Determination, and shall pay them a minimum of ten (10) paid holidays per year.
- c. The CONTRACTOR is advised that the Guam Department of Labor, or its successor, shall monitor compliance with the provisions of 5 GCA Article 13, Wage and Benefit Determination. The Director of the Department of Labor, or that person's successor, shall investigate possible or reported violations of the provisions of the law, and shall forward such findings to GPA. The Department of Labor, or its successor, shall promulgate rules and regulations, pursuant to the Administrative Adjudication law, as needed to ensure the equitable investigation of violations and the maintenance of due process, as well as the assessment of any monetary penalties in the event of a violation, providing that such monetary penalties shall be limited to assessment of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due.
- d. In the event there is a violation, the CONTRACTOR may be placed on probationary status by the Chief Procurement Officer of the General Services Agency, or its successor, for a period of one (1) year. During the probationary status, the CONTRACTOR shall not be awarded any contract by any instrumentality of the Government of Guam. In the event the CONTRACTOR is placed on probationary status, or has been assessed a monetary penalty pursuant to 5 GCA Article 13, the CONTRACTOR may appeal such penalty or probationary status to the Superior Court of Guam.

- e. The CONTRACTOR has submitted a Declaration of Compliance with Wage Determination laws with the most recent Wage Determination promulgated by the U.S. Department of Labor attached.
- f. Upon any renewal of this Contract, GPA and the CONTRACTOR agree that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal shall apply to the Contract.

SECTION 33. REPRESENTATION REGARDING ETHICAL STANDARDS

The 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 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

SECTION 34. COUNTERPARTS

This Contract may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one instrument. Delivery of an executed counterpart of a signature page to this Contract by facsimile or by electronic mail in portable document file (pdf) format, shall be effective as delivery of a manually executed counterpart to this Contract.

SECTION 35. CONTRACT BINDING EFFECT

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written.

CONTRACTOR:

GPA:

(Company Name & Seal)

GUAM POWER AUTHORITY

JOHN M. BENAVENTE, P.E.
General Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
D. GRAHAM BOTHA, Esq.,
GPA Staff Attorney

Date: _____

SCHEDULE A: PRODUCT QUALITY SPECIFICATION

The Authority may require the supplier to conduct additional test as necessary for plant's performance/efficiency evaluation. All test methods shall be follow the latest version.

RESIDUAL FUEL OIL NO. 6

Item	Test Parameter	Unit of Measure	Approved Test Method	Acceptable Alternate Test Methods	Minimum Allowed Value	Maximum Allowed Value	Comments
1	Sulphur Content	% mass	ASTM D-4294	ASTM D-2622	N/A	HSFO = 2.00 LSFO = 1.19 ULSFO = 0.20	
2	Sulphur Mercaptan	Ppm (g/kg)	ASTM D-3227	UOP 163		100	
3	Pour Point	Deg C	ASTM D-97	N/A	N/A	21	
4	Flash Point	Deg C	ASTM D-93	N/A	66	N/A	
5	Kinematic Viscosity	cSt at 50 °C	ASTM D-445	ASTM D-2161		175	
6	Sediment By Extraction	% mass	ASTM D-473	N/A	N/A	0.10	
7	Water By Distillation	% by Volume	ASTM D-95	N/A	N/A	0.50	
8	Vanadium Content	Parts Per Million	ASTM D-5708	a)ASTM D-5184 b)ASTM D-5863 c) IP 501 d) IP 433 e) ISO 14597	N/A	90	
9	Silicon Content	Parts Per Million	ASTM D-5184	a) IP 470 b) IP 377 c) ISO 10487 d) IP 501	N/A	Combined Al + Si Not to exceed 70 ppm.	Individual results to be reported separately
10	Aluminum Content	Parts Per Million	ASTM D-5184	a) IP 470 b) IP 377 c) ISO 10487 d) IP 501	N/A	Al not to exceed 30 ppm.	
11	Guaranteed Gross Heating Value (HHV)	Million BTU Per US Barrel	ASTM D-240	N/A	6.10	N/A	
12	Micro- Carbon Residue	% mass	ASTM D-4530	ASTM D-5245 ASTM D-189	N/A	13	
13	Ash	% mass	ASTM D-482	N/A	N/A	0.10	
14	Asphaltenes	% mass	ASTM D-6560	IP 143	N/A	5	
15	Sodium	Ppm	ASTM D-5863/B	ASTM D-5708/B IP288 IP 501	N/A	40	
16	Total Sediment (Existent)	% mass	ISO 10307-2	ASTM D-4870 IP 377	N/A	0.10	
17	Total Sediment (Potential)	% mass	ISO 10307-2	ASTM D-4870 IP 377	N/A	0.10	
18	Total Sediment (Accelerated)	% mass	ISO 10307-2	ASTM D-4870 IP 377	N/A	0.10	
19	Compatibility	a) Cleanliness ratio b) Compatibility ratio	ASTM D-4740	N/A	N/A	a) 1 b) 1	a) to be reported from load port b) to be determined on arrival Guam unless otherwise

							notified in the specific instance. See Note.
20	API Gravity		ASTM D-287	ASTM D-1298 and conversion	11.8	23.0	
21	Density @ 15 °C	Kg/L	ASTM D-287	ASTM D-1298 ASTM D-4052		0.9870	
22	Odor				Report		See Note
23	Hydrogen Sulfide content (in liquid phase)	Mg/kg	IP-399	IP-570	N/A	2.0	See Note
24	Zinc	Mg/kg	IP 501	IP 470		10	
25	Phosphorus	Mg/kg	IP 501	IP 500		10	
26	Calcium	Mg/kg	IP 501	IP 470		30	

Notes:

- A. Contractor must operate and maintain its own petroleum-certified laboratory facility in Guam and must have the capability of testing all the parameters listed in Schedule A.
- B. GPA shall allow the Contractor a testing capability of at least 60% in its Guam facility for a temporary period not to exceed 8 months from Contract signing. Thereafter, all test parameters listed in Schedule A above must be 100% tested in Guam.
- i. Contractor may sub-contract testing services to other petroleum-certified laboratory facility in Guam or its off-island affiliate during the 8-months grace period at no additional cost to GPA. Prices shall be at the contract price or lesser.
 - ii. Contractor may sub-contract testing services to other petroleum-certified laboratory facility in Guam after the 8-months grace period at no additional cost to GPA. Prices shall be at the contract price or lesser.
- C. For the purpose of determining the preliminary acceptance of the product for the commencement of the cargo discharging, Contractor is required at a minimum, to prioritize the test for the following critical parameters:
1. Sulfur
 2. Conductivity
 3. API gravity
 4. Density

- 5. Water by distillation
- 6. Flash Point

Testing and submittal of test results for the critical parameters shall be expedited and transmitted immediately to GPA or its assigns as soon as the result for each test parameter is completed.

- D. Contractor shall continue, expedite and complete the testing of the remaining parameters. Results shall be transmitted immediately to GPA or its assigns as soon as completed and immediately notifying GPA of non-conforming results.

Invitation For Multi-Step Bid

IFB NO. GPA-016-23



PETROLEUM INSPECTION & TESTING SERVICES

For

RESIDUAL FUEL OIL NO.6

Volume III

Appendices

APPENDIX A

Proposal Checklists

IFB MS- GPA-016-23
Appendix A-Proposal Checklists

DOCUMENT RECEIPT CHECKLIST

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

IFB MS-GPA-016-23
Appendix A-Proposal Checklists

DOCUMENT SUBMISSION CHECKLIST

PROPOSAL SUBMITTAL CHECKLIST¹

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

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

APPENDIX B

Performance Bond

PERFORMANCE BOND NUMBER:_____

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

WHEREAS, **CONTRACTOR** has by written agreement dated _____, 20____, entered into a **RESIDUAL FUEL OIL NO.6 INSPECTION AND TESTING SERVICES CONTRACT** with the **GUAM POWER AUTHORITY** through midnight of _____, 20____, with the **AUTHORITY**'s option to extend the **CONTRACT** for an additional three-year term beginning _____, 20____, in accordance with forms and specifications prepared by the **GUAM POWER AUTHORITY** which **CONTRACT** is by reference made a part hereof, and is hereinafter referred to as the "**CONTRACT**".

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

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

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

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

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

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

(Principal)

(Seal)

(Witness)

(Bonding Company)

(Title)

(Title)

(Witness)

By: _____

(Attorney-In-Fact)

APPENDIX C

Ownership & Interest Disclosure Affidavit



GUAM POWER AUTHORITY

ATURIDÂT ILEKTRESEDÂT GUÅHAN
P.O.BOX 2977 • HAGÂTÑA, 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"). 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. 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. 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:

Name & Position

Street Address (Principal Place of Business)

Contact Information

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:

Name

Address

Amount of Commission,
Gratuity, or other
Compensation

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):

Name & Position

Street Address (Principal Place of Business)

Contact Information

Further, affiant sayeth naught.

Date: _____

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

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

20_____.

Notary Public _____

In and for the Territory of Guam

My Commission expires _____.

APPENDIX D

Non-collusion Affidavit

NON-COLLUSION AFFIDAVIT

Guam)
)ss:
 Hagatna)

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

1. That I am the _____ of _____.
 (Title) (Name of Bidding/RFP Company)
2. That in making the foregoing proposal or bid, that such proposal or bid is Genuine and not collusive or 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 _____, 20__

)Seal(

 Notary Public

APPENDIX E

No Gratuities or Kickbacks Affidavit

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT

(Offeror)

TERRITORY OF GUAM)
)
HAGATNA, GUAM)

SS:

_____, being first duly sworn, deposes and says:

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

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

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

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

APPENDIX F

Ethical Standards Affidavit

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT

(Proposer)

TERRITORY OF GUAM)
)
HAGATNA, GUAM)

SS:

_____, being first duly sworn, deposes and says:

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

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

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

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

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

APPENDIX G

Declaration of Compliance With US DOL's Wage Determination

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

Procurement No.: _____

Name of Offeror Company: _____

_____ hereby certifies under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

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

Notary Public
In and for the Territory of Guam

My commission expires:

APPENDIX H

Restriction Against Sex Offenders

GUAM POWER AUTHORITY

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

SPECIAL PROVISIONS

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

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

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

Signature of Bidder Date

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

scribed and sworn before me this day of _____, 20 .

Notary Public

APPENDIX I

Bid Bond Form and Instructions



GUAM POWER AUTHORITY
ATURIDÅT ILEKTRESEDÅT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

BID BOND

NO.: _____

KNOW ALL MEN BY THESE PRESENTS that _____ as

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

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

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

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

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS FOR SUPPORTING DOCUMENTS REQUIRED.

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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



GUAM POWER AUTHORITY

ATURIDÄT ILEKTRESEDÄT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Lourdes A. Leon Guerrero
Governor

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

Joshua F. Tenorio
Lieutenant Governor

Accountability

Impartiality

Competence

Openness

Value

LOCAL PROCUREMENT PREFERENCE APPLICATION

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

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

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

- ☐ ()
- (a)

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

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

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

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

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

1.

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

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

Bidder Representative Signature

Date

APPENDIX K

BIDDER's PROPOSAL COVER PAGE

[BIDDER NAME]

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

**IFB GPA-016-23: PETROLEUM INSPECTION AND TESTING SERVICES FOR
 RESIDUAL FUEL OIL NO.6**

Signature and Title of Person
 Authorized to Sign this Bid:

DATE:

Name and Address of BIDDER;

Invitation For Multi-Step Bid

IFB NO. GPA-016-23



PETROLEUM INSPECTION AND TESTING SERVICES

For

RESIDUAL FUEL OIL NO.6

Step 1

Qualitative Proposal Scoresheet

QUALITATIVE / TECHNICAL PROPOSAL INSTRUCTIONS

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

INSTRUCTIONS

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

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

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

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

This Task is for PROPONENT to Complete

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

Step Directions

- 1 Go to "Part 1 - Checklist Item References" worksheet.
- 2 In Column C, cite the Volume / Chapter / Section / Page Number, etc. pertaining to the section of the Qualitative Proposal where supporting information for each Checklist item can be found. BIDDERS should be as specific as possible. Leaving the spaces blank will mean the BIDDER has no support document for the checklist item - GPA Evaluator will then score this item as "0".

The Succeeding Tasks are for GPA to Complete

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

Step Directions

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

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

Step Directions

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

Qualitative Proposal Scoring: Proposal Scoring Information

Item	Bidder Checklist Items	Checklist Weight	Maximum Raw Rating Score	Maximum Weighted Score	Percent of Maximum Possible Points For Item	Percent of Total Weighted Score
1	Business Structure and Business Approach	6		30		5.9%
	Company Information for Bidder and its affiliates	1	5	5	16.7%	
	Supporting information showing Business Structure (Company Literature, etc.)	1	5	5	16.7%	
	Supporting information showing Nature of Services Provided (for BIDDER and its affiliates)	1	5	5	16.7%	
	Supporting information describing Business Concepts and Business approach to be used in performing, meeting and achieving objectives of this solicitation	1	5	5	16.7%	
	A copy of Articles of Incorporation and By-Laws, or other applicable forms concerning business organization (for BIDDER and affiliates)	2	5	10	33.3%	
2	Experience and Qualification	45		225		44.1%
	Supporting information showing extensive and reliable experience in Petroleum Inspection and Testing. Information should include, at least, the following:					
	• Successful completion or on-going contracts for Petroleum Inspection and Testing, within the last five (5) years.	10	5	50	22.2%	
	• Provide valid certificate of accreditation for the laboratory facility	10	5	50	22.2%	
	• Provide valid certificate of accreditation or satisfactory participation of laboratory in Correlation Schemes as required under Volume II Section 3.4.g. and other pertinent sections in the solicitation document.	10	5	50	22.2%	
	• Provide a checklist showing laboratory compliance with the quality testing capability required under Volume II Section 3.4. and Schedule A, and other pertinent sections in the solicitation document.	15	5	75	33.3%	
3	Organizational Structure and Qualifications	25		125		24.5%
	Organizational structure including names and designations of personnel to be assigned ot this contract, including a brief description of the qualifications and responsibilities of each personnel.	5	5	25	20.0%	
	• Provide valid certificate of IFIA accreditation for all staff surveyors	10	5	50	40.0%	
	• Provide valid certificate of accreditation for all laboratory staff	10	5	50	40.0%	
4	Financial Information Checklist	9		45		8.8%
	Three-Year Historical:					
	Balance Sheet (Audited)	3	5	15	33.3%	
	Income Statement (Audited)	3	5	15	33.3%	
	Financial Ratios	3	5	15	33.3%	
5	Insurance Policy	5		25		4.9%
	Provide a copy of your Insurance Policy for GPA's review.	5	5	25	100.0%	
6	Federal and Regulatory Compliance	3		15		2.9%
	Supporting documents showing knowledge and experience in complying with federal regulations and other applicable laws on Guam, such as OPA 90, and others, including documents showing compliance with all federal regulations and applicable laws.	3	5	15	100.0%	
7	Client References	6		30		5.9%
	At least three (3) client references for similar or larger contracts shall be submitted by the BIDDERS (include the Client Name, Position, Company and copies of contracts with the BIDDERS or AFFILIATES).	2	5	10	33.3%	
	At least three (3) client reference letters describing relationship with Bidder, and Bidder's contract performance.	4	5	20	66.7%	
8	Mobilization Capability Checklist	3		15		2.9%
	Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing	3	5	15	100.0%	
BIDDER Qualifications Score		102		510	100.0%	100.0%

A. BIDDER Qualifying Score	510
----------------------------	-----

B. Laboratory must be physically existent and established in Guam. (Yes = 1 ; No = 0)	1
---	---

C. Compliance with Volume II- Schedule A : 100% testing capability in Contractor's Guam Laboratory Facility (Yes = 1 ; No = 0)	1
--	---

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

FINAL QUALIFICATIONS SCORE (A x B x C x D)	510
--	-----

Minimum Score - Potentially Acceptable Proposal	383.00
Minimum Score - Acceptable Proposal	408.00
Maximum Compliance Score	510.00
Minimum Percent Score - Potentially Acceptable Proposal	75.0%
Minimum Percent Score - Acceptable Proposal	80.0%

RATINGS GUIDE:

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

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

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

0 - No substantial relevant experience.

Qualitative Proposal Scoring: Part 1 - Qualitative Proposal Supporting References / BIDDER Checklist Items		
Note: BIDDER Checklist Items left blank will be scored as zero points in the BIDDER Qualifications Checklist Score.		
Item	Bidder Checklist Items	Task 0: Replace this Text with Bidder's Name. -- Supporting Information Referenced in Proposal.
1	Business Structure and Business Approach	
	Company Information for Bidder and its affiliates	
	Supporting information showing Business Structure (Company Literature, etc.)	
	Supporting information showing Nature of Services Provided (for BIDDER and its affiliates)	
	Supporting information describing Business Concepts and Business approach to be used in performing, meeting and achieving objectives of this solicitation	
	A copy of Articles of Incorporation and By-Laws, or other applicable forms concerning business organization (for BIDDER and affiliates)	
2	Experience and Qualification	
	Supporting information showing extensive and reliable experience in Petroleum Inspection and Testing. Information should include, at least, the following:	
	<ul style="list-style-type: none">• Successful completion or on-going contracts for Petroleum Inspection and Testing within the last five (5)• Provide valid certificate of accreditation for the laboratory facility	
	<ul style="list-style-type: none">• Provide valid certificate of accreditation or satisfactory participation of laboratory in Correlation Schemes as required under Volume II Section 3.4.g. and other pertinent sections in the solicitation document.	
	<ul style="list-style-type: none">• Provide a checklist showing laboratory compliance with the quality testing capability required under Volume II Section 3.4. and Schedule A, and other pertinent sections in the solicitation document.	
3	Organizational Structure and Qualifications	
	Organizational structure including names and designations of personnel to be assigned ot this contract, including a brief description of the qualifications and respoonsibilities of each personnel.	
	<ul style="list-style-type: none">• Provide valid certificate of IFIA accreditation for all staff survevors• Provide valid certificate of accreditation for all laboratory staff	
4	Financial Information Checklist	
	Three-Year Historical:	
	Balance Sheet (Audited)	
	Income Statement (Audited)	
5	Insurance Policy	
	Provide a copy of your Insurance Policy for GPA's review.	
6	Federal and Regulatory Compliance	
	Supporting documents showing knowledge and experience in complying with federal regulations and other applicable laws on Guam, such as OPA 90, and others, including documents showing compliance with all federal regulations and applicable laws	
7	Client References	
	At least three (3) client references for similar or larger contracts shall be submitted by the BIDDERS (include the Client Name, Position, Company and copies of contracts with the BIDDERS or AFFILIATES).	
8		
	Mobilization Capability Checklist	
	Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing	

IFB MS GPA-016-23: Qualitative Proposal Scoring (Qualitative Evaluation Worksheet)				
BID EVALUATOR :				
BIDDER NAME:				
	Bidder Checklist Items	Checklist Weight	Raw Rating Score	Weighted Score
1	Business Structure and Business Approach	6		
	Company Information for Bidder and its affiliates	1		
	Supporting information showing Business Structure (Company Literature, etc.)	1		
	Supporting information showing Nature of Services Provided (for BIDDER and its affiliates)	1		
	Supporting information describing Business Concepts and Business approach to be used in performing, meeting and achieving objectives of this solicitation	1		
	A copy of Articles of Incorporation and By-Laws, or other applicable forms concerning business organization (for BIDDER and affiliates)	2		
2	Experience and Qualification	45		
	Supporting information showing extensive and reliable experience in Petroleum Inspection and Testing. Information should include, at least, the following:			
	• Successful completion or on-going contracts for Petroleum Inspection and Testing, within the last five (5) years.	10		
	• Provide valid certificate of accreditation for the laboratory facility	10		
	• Provide valid certificate of accreditation or satisfactory participation of laboratory in Correlation Schemes as required under Volume II Section 3.4.g. and other pertinent sections in the solicitation document.	10		
	• Provide a checklist showing laboratory compliance with the quality testing capability required under Volume II Section 3.4. and Schedule A. and other pertinent sections in the solicitation document.	15		
3	Organizational Structure and Qualifications	25		0
	Organizational structure including names and designations of personnel to be assigned ot this contract, including a brief description of the qualifications and responsibilities of each personnel.	5		
	• Provide valid certificate of IFIA accreditation for all staff surveyors	10		
	• Provide valid certificate of accreditation for all laboratory staff	10		
4	Financial Information	9		
	Three-Year Historical:			
	Balance Sheet (Audited)	3		
	Income Statement (Audited)	3		
	Financial Ratios	3		
5	Insurance Policy	5		
	Provide a copy of your Insurance Policy for GPA's review.	5		
6	Federal and Regulatory Compliance	3		
	Supporting documents showing knowledge and experience in complying with federal regulations and other applicable laws on Guam, such as OPA 90, and others, including documents showing compliance with all federal regulations and applicable laws.	3		
7	Client References	6		
	At least three (3) client references for similar or larger contracts shall be submitted by the BIDDERS (include the Client Name, Position, Company and copies of contracts with the BIDDERS or AFFILIATES).	2		
	At least three (3) client reference letters describing relationship with Bidder, and Bidder's contract performance.	4		
8	Mobilization Capability	3		
	Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing	3		
A. BIDDER Qualifying Score				
B. Laboratory must be physically existent and established in Guam.			(Yes = 1 ; No =0)	
C. Compliance with Volume II- Schedule A : 100% testing capability in Contractor's Guam Laboratory Facility			(Yes = 1 ; No = 0)	
D. No exceptions, addendums to contract requirements			(Yes = 1 ; No =0)	
FINAL QUALIFICATIONS SCORE (A x B x C x D)				

Minimum Score - Potentially Acceptable Proposal	383.00
Minimum Score - Acceptable Proposal	408.00
Maximum Compliance Score	510.00
Minimum Percent Score - Potentially Acceptable Proposal	75.0%
Minimum Percent Score - Acceptable Proposal	80.0%

RATINGS GUIDE:

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

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

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

0 - No substantial relevant experience.

Invitation For Multi-Step Bid

IFB No. GPA-016-23



PETROLEUM INSPECTION & TESTING SERVICES

For

RESIDUAL FUEL OIL NO.6

Step 2

Price Proposal

BID PRICE PROPOSAL

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

**IFB MS-GPA-016-23: PETROLEUM INSPECTION AND TESTING SERVICES FOR
 RESIDUAL FUEL OIL NO.6**

in accordance with the prescribed method(s) specified under Volume II Schedule A of the
 bid tender documents.

BID PRICE PROPOSAL:**Item A : Inspection Fee**

Cargo Inspection Fee per Shipment	Bid Price \$/bbl (in 3 decimals)			
	2-Year Base Period	1 st Year Extension Option	2 nd Year Extension Option	3 rd Year Extension Option
Inspection Fee				

Item B: Testing Fee

Item	Test Parameter	(Check One)		BID PRICE (US\$)			
		On-Island Testing (Guam)	Off-Island Testing	MANDATORY	EXTENSION OPTIONS		
				2-Year Base Period	1 st Year Extension	2 nd Year Extension	3 rd Year Extension
1	Sulphur Content						
2	Sulphur Mercaptan						
3	Pour Point						
4	Flash Point						
5	Kinematic Viscosity						
6	Sediment By Extraction						
7	Water By Distillation						
8	Vanadium Content						
9	Silicon Content						
10	Aluminum Content						
11	Guaranteed Gross Heating Value (HHV)						
12	Micro- Carbon Residue						
13	Ash						
14	Asphaltenes						
15	Sodium						
16	Total Sediment (Existent)						
17	Cleanliness Ratio						
18	Compatibility Ratio						
19	API Gravity						
20	Density @ 15 °C						
21	Odor						
22	Hydrogen Sulfide content (in liquid phase)						
23	Zinc						
24	Phosphorus						
25	Calcium						
TOTAL TESTS PARAMETERS							
% On-Island Testing			(60% Minimum Requirement ~ 15 tests)				

Signature and Title of Person
Authorized to Sign this Bid:

Name and Address of BIDDER:

GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.

- [X] 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.
- [X] 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.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.
- [X] 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 fifteen percent (15%) of his highest total bid offer. 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.**
- [X] 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 equivalent to one hundred percent (100%) of the annual contract cost of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within

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

- [X] 13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 15. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
- [X] 17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) **The compliance with all of the conditions to the Solicitation.**
- [X] 18. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
- [] 19. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [] 20. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 21. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 23. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).

- [] 24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief tem description and quantity. Letter marking shall not be less than 3/4" in height.
- [] 25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the **Guam Power Authority, Dededo Warehouse at (671) 653-2073**, 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.
- [X] 31. **GUARANTEE:**
 a) **Guarantee of Vehicle Type of Equipment:**
 The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
 b) **Guarantee of Other Type of Equipment:**
 The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
 c) **Compliance with this Section is a condition of this Bid.**
- [X] 32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 33. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 34. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, 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. **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] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____

Title: _____

Address: _____

Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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