



# GUAM POWER AUTHORITY

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

To All Interested Parties:

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

1. Virtual meetings and/or conferences will be coordinated through the GPA Procurement Division.
2. For In-Person meetings and/or conferences:
  - a. **Please contact our office for scheduled hand delivery of Sealed Bid submission on or before scheduled Opening/Closing date and time with confirmation via:**  
**Tel: (671) 648-3054/5 and/or (671) 648-3045**  
**Email: GPA-Interested-Parties@gpagwa.com**
  - b. Face masks and social distancing may be employed at the option of the individual.

**COMPANY NAME:**

**REPRESENTATIVE NAME:**

\_\_\_\_\_

\_\_\_\_\_

Print / Sign

Date

**BID NO.:** Multi-Step GPA-040-23

**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
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INVITATION FOR BID (IFB) NO.: Multi-Step GPA-040-23  
 DESCRIPTION: Bulk Supply of Diesel Fuel Oil No. 2

**SPECIAL REMINDERS TO PROSPECTIVE BIDDERS**

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope **One (1) Original and Six (6) bound copies of Technical Proposal, commercial sections, addenda's (if any), One (1) Original and Six (6) printed copies of the Qualitative Scoring Workbook. One (1) Electronic PDF format copy of Qualitative Scoring Workbook in CD, DVD, and/or USB Flash Drive. The BIDDER's Price Proposal shall be submitted in a "SEPARATE SEALED" envelope and consist of one printed copy and one electronic (CD) copy, at the closing date and time. All sealed proposal submissions must be hand delivered, delivered by mail, or delivery by other courier service to:**

**ISSUING OFFICE:**

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

(XX) BID GUARANTEE – (\$150,000.00 USD) May be in the form of;  
 Reference #11 on the General Terms and Conditions

- a. Cashier's Check or Certified Check (**NOTE: Cashier's Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.**)
- b. Letter of Credit or
- c. 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;
- ( ) 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
- (XX) CONTINGENT FEES 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.**

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

Handwritten signature of John M. Benavente

6/8/2023

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

Handwritten initials JMC

DATE ISSUED: 06/08/2023 Multi-Step
06/15/2023 BID INVITATION NO.: GPA-040-23
BID FOR: BULK SUPPLY OF DIESEL FUEL OIL NO. 2
SPECIFICATION: SEE ATTACHED
DESTINATION: SEE ATTACHED

PRE-BID CONFERENCE / SITE VISIT (NON-MANDATORY): 9:00 A.M., Thursday, June 22, 2023
(Meeting place will be at our GPWA Procurement Office, Room 101, 1st. Floor, Gloria B. Nelson
Public Service Building, 688 Route 15, Fadian Mangilao)

CUT-OFF DATE FOR RECEIPT OF UESTONS: 5:00 P.M., Friday, June 30, 2023

INSTRUCTIONS TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00 P.M.,
Date: July 28, 2023 and shall be publicly opened. Bid submitted after the time and date specified above shall
be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

Blank lines for bidder name and address

Blank line for signature

AWARD: CONTRACT NO.: AMOUNT: DATE:

ITEM NO(S). AWARDED:

CONTRACTING OFFICER:

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

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON

Blank lines for contractor name and address

Blank line for contractor signature

## Invitation For Multi-Step Bid

No. GPA-040-23

### BULK SUPPLY OF DIESEL FUEL OIL NO.2



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**JENNIFER G. SABLAN, P.E.**

MANAGER

STRATEGIC PLANNING OPERATIONS AND RESEARCH DIVISION (SPORD)

---

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

ASSISTANT GENERAL MANAGER

ENGINEERING AND TECHNICAL SERVICES (AGMETS)

---

**JOHN M. BENAVENTE, P.E.**

GENERAL MANAGER

## **Invitation For Multi-Step Bid**

**GPA-040-23**

### **Bulk Supply of Diesel Fuel Oil No.2**



**Volume I**

**Commercial Terms and Conditions**

1.	INTRODUCTION.....	1
1.1.	Invitation for Bid (IFB) Document Organization.....	2
1.2.	Overview and Scope.....	3
1.2.1.	CONTRACT TERM.....	4
1.2.2.	CONTRACT PRICE.....	4
2.	INSTRUCTIONS TO BIDDERS.....	4
2.1.	Introduction.....	4
2.2.	Language and Correspondence.....	5
2.3.	Technical and Functional Requirements Examination.....	5
2.4.	Facility Tours.....	6
2.5.	Solicitation Amendment.....	6
2.6.	Familiarity With Laws.....	6
2.7.	Cost of Bidding.....	7
2.8.	Price/Cost Data.....	7
2.9.	Documents Executed Outside of Guam.....	7
2.10.	Proposal Submittal.....	7
2.10.1.	Technical Proposal Requirements.....	8
2.10.2.	Price Proposal Requirements.....	13
2.10.3.	Non-Repudiation Issues.....	14
2.10.4.	Signature of Bidder.....	14
2.10.5.	Cut-Off Date for Receipt of Proposals.....	15
2.10.6.	Receipt and Handling of Proposals.....	15
2.10.7.	Proposal Changes During Bid Process.....	16
2.11.	STEP ONE PROCEDURES.....	16
2.11.1.	Evaluation of Technical Proposals.....	16
2.11.2.	Scoring of Technical Proposals.....	16
2.11.3.	Discussions of Proposals.....	16
2.11.4.	Notice of Unacceptable Proposal.....	17
2.12.	STEP TWO PROCEDURES.....	17
2.12.1.	Opening of Price Proposals.....	17
2.12.2.	Proposal Changes During Bid Process.....	18
2.12.3.	Proposal Validity.....	18
2.12.4.	Preliminary Examination of Price Proposal.....	18
2.12.5.	Evaluation Criteria and Comparison of Priced Offers.....	18
2.13.	Award of Contract.....	18
2.14.	Bid Bond and Performance Bond Requirements.....	19
2.14.1.	Performance Bond Form, Amount and Duration.....	19
2.14.2.	Performance Bond Execution by a Guam Licensed Surety Company.....	19
2.14.3.	Bid Bond Form and Amount.....	20
2.15.	General Proposal Guidelines and Requirements.....	20
2.15.1.	Amendments to the Bid Documents.....	20
2.15.2.	Proprietary Data.....	21
2.15.3.	Acceptance of Proposals.....	21
2.15.4.	Solicitation Cancellation or Delay.....	21
2.15.5.	Disqualification of BIDDER.....	22
2.15.6.	False Statements In Proposal.....	22
2.15.7.	Prohibition Against Gratuities, Kickbacks, and Favors to the Territory.....	23

2.15.8.	Restriction against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues .....	23
3.	REQUIRED DOCUMENTS AND SUPPLEMENTAL INFORMATION .....	24
3.1.	Technical Proposal Documents .....	25
3.1.1.	Proposal Checklists .....	25
3.1.2.	Ownership & Interest Disclosure Affidavit .....	25
3.1.3.	Non-collusion Affidavit .....	25
3.1.4.	No Gratuities or Kickbacks Affidavit .....	25
3.1.5.	Ethical Standards Affidavit .....	25
3.1.6.	Compliance with Iran Sanction Act and other United States Government -Sanctioned Entities Affidavit .....	26
3.2.	Qualitative Proposal Workbook .....	27
3.3.	Price Proposal Form .....	27
4.	PROPOSAL SCORING MECHANISM .....	27
4.1.	Overview .....	27
4.2.	Qualitative Proposal Evaluation .....	27
4.3.	Price Proposal Evaluation.....	30
5.	CONDITIONS OF CONTRACT .....	30
5.1.	Definitions .....	30
5.2.	Accounting .....	30
5.3.	Documentation .....	30
5.4.	Language and Trade Terms .....	30
5.5.	Release of Information .....	31
5.6.	Limitations of Clause .....	31

## 1. INTRODUCTION

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

GPA is inviting interested Firms to participate in a Multi-Step Bid for the **Bulk Supply of Diesel Fuel Oil No.2**. The Contract shall be for THREE (3) years and is anticipated to commence on or about **February 01, 2024** with TWO (2) 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**

<b>Bid Process Milestones</b>		<b>From</b>	<b>To</b>
Bid Announcement		06/08/2023	07/28/2023
Pre-Bid conference (Non-Mandatory)		06/22/2023	9:00 A.M.
Site Visit (Non-Mandatory)		06/22/2023	10:00 A.M.
Submit Questions		06/08/2023	06/30/2023
<b>Cut Off Date for Receipt of Questions</b>		<b>06/30/2023</b>	
GPA Review and Answer Questions		06/08/2023	07/14/2023
Vendor Prepare Bids		06/08/2023	07/28/2023
<b>Cut Off Date for Receipt of Proposals (Technical and Price Proposals)</b>		<b>07/28/2023 2:00 P.M. CHamoru Standard Time (CHST)</b>	
<b>EVALUATION</b>	Evaluation of Technical Proposal	07/31/2023	08/11/2023
<b>Step One:</b>	Notification of Qualified Bidders	08/14/2023	08/18/2023
<b>EVALUATION</b> <b>Step Two:</b>	<b>Opening of Price Proposal</b>	<b>09/04/2023 2:00 P.M., (CHamoru Standard Time (CHST)</b>	
	Evaluation of Price Proposal	09/05/2023	09/08/2023
	Notification of Qualified Bidders	TBD	
CCU & PUC Approvals		TBD	
Issue Notice to Proceed (Performance Bond)		TBD	
Contract Signing		TBD	
Contract Mobilization		TBD	
<b>CONTRACT Commencement</b>		<b>02/01/2024</b>	

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

The estimated total fuel oil requirement is as follows:

<b>ULSD Bulk Supply</b>	<b>Estimated Annual Requirement (Barrels per Year)</b>
First (1 <sup>st</sup> ) Year	1,000,000 – 2,000,000
Second (2 <sup>nd</sup> ) Year	1,500,000 – 2,500,000
Third (3 <sup>rd</sup> ) Year	2,000,000 – 2,700,000

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

The **DIESEL FUEL OIL NO.2** tanker is being accommodated at the F-1 Dock Facility currently managed and operated by Tristar Terminals Guam, Inc. The **DIESEL FUEL OIL NO.2** cargoes discharged by the ship are transported over a 16-inch diameter pipeline (designated as Tristar D-Line) into the designated shoretanks located at GPA Fuel Farm Facility in Piti with an approximate distance of 3 miles and the Tristar Tankfarm Facility in Agat with an approximate distance of 6 miles.

### 1.2.1. CONTRACT TERM

The Contract Term for the base period shall be for THREE (3) years and is anticipated to commence on or about after 0:00 hour on February 01, 2024, and shall continue until midnight of January 31, 2027 with options to extend for TWO (2) additional One (1) year term, upon mutual agreement of both parties.

The first delivery of fuel oil pursuant to the Contract is anticipated to be on or about February 01, 2024.

**GPA estimates** a single delivery requirement per shipment to be around 150,000 to 250,000 barrels.

### 1.2.2. CONTRACT PRICE

The total contract price in U.S. Dollars per barrel for all DIESEL FUEL OIL NO.2 delivered D.E.S. Guam (discharge port) to GPA shall be inclusive of all costs and liabilities incurred prior to delivery at discharge port, Cabras Island, Guam. The contract price structure is described in detail in Volume II (Contract) – Section 4 of the solicitation package.

## 2. INSTRUCTIONS TO BIDDERS

### 2.1. Introduction

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

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

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

**2.2. Language and Correspondence**

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

ATTENTION: JOHN M. BENAVENTE, P.E.  
GENERAL MANAGER  
GUAM POWER AUTHORITY

ATTENTION: JAMIE LYNN C. PANGELINAN  
SUPPLY MANAGEMENT ADMINISTRATOR  
Gloria B. Nelson Public Service Building  
688 Route 15  
Mangilao, Guam 96913  
Phone: (671) 648-3045/55  
Fax: (671) 648-3165

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

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

**2.3. Technical and Functional Requirements Examination**

BIDDERS are required to carefully examine all tender documents inclusive of all technical and functional requirements and to inform themselves of all conditions and requirements of the

solicitation in accordance with the laws and regulations of the Territory of Guam. Ignorance on the part of BIDDERS of any part of the tender documents and Technical and Functional Requirements will in no way relieve them of the obligations and responsibilities assumed under the contract.

#### **2.4. Facility Tours**

All prospective BIDDERS shall, at their own expense, visit Guam and GPA's Fuel Bulk Storage and other **DIESEL FUEL OIL NO.2** Receiving Facilities to study local conditions, facilities available, craft wages, roads, communications, and transport facilities available. BIDDERS should also acquaint themselves with the relevant laws, rules, and regulations of Guam.

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

#### **2.5. Solicitation Amendment**

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

Announcements regarding any Amendment shall also be posted at the GPA Website at <https://go.opengovguam.com/bids/available/gpa>. BIDDERS shall acknowledge receipt of the amendment by a signature on one copy, which is to be returned to the GPA Supply Management Administrator. Acknowledgement may also be made by fax or e-mail.

#### **2.6. Familiarity With Laws**

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

**2.7. Cost of Bidding**

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

**2.8. Price/Cost Data**

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

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

**2.9. Documents Executed Outside of Guam**

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

**2.10. Proposal Submittal**

This section outlines the requirements for proposal submittals, including the proposal package format and content required by GPA. The BIDDERS are advised to keep a copy of all documents submitted, including the Workbooks, and test electronic copies on disk prior to submission to GPA. Bid samples or descriptive literature should not be submitted unless expressly requested and that, regardless of any attempt by a bidder to condition the bid, unsolicited bid samples or descriptive literature which are submitted at the bidder's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the Invitation for Bids.

### **2.10.1. Technical Proposal Requirements**

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

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

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

#### **2.10.1.1 Technical Proposal**

Each BIDDER's Technical Proposal shall include the following:

##### **a. Business Structure and Business Approach**

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

##### **b. Experience and Qualification**

The contractor shall provide supporting information showing extensive and reliable experience in the oil market as suppliers and/or traders. Information should include, but is not limited to successful completion or on-going contracts for Bulk Supply of **DIESEL FUEL OIL NO.2** within the last five years, and documentation illustrating experience in the oil market, bunkering, shore loading, refining and technical analysis. Contractor shall also provide documentary

evidence of conformity with the Quality Specifications set in Volume II Section 10 for the types of fuel to be supplied.

**c. Statement of Qualification/ Organizational Structure**

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

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

**d. Financial Information**

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

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

**e. Federal and Regulatory Compliance**

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

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



**f. Letter of Commitment**

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

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

**g. Client references**

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

**h. Mobilization Capability**

The BIDDER shall provide proof of capability to mobilize full support services no later than 45 days after contract signing. Include documentation from vessel company showing list of vessels secured for the next twelve (12) months.

**i. General Experience and Expertise**

The CONTRACTOR shall demonstrate its experience and expertise in the supply of **DIESEL FUEL OIL NO.2** by providing the following:

- Supporting information outlining and/or illustrating past and current successful experience in the supply of **DIESEL FUEL OIL NO.2** in bulk petroleum tanker operations. Experience with Fuel Supply Storage and Inventory Audit.

- Experience with Fuel Handling, Ship-to-shore transfer of bulk petroleum products, and Pipeline Product Custody Transfer. Include documentation on existing contracts or agreements with vessel charterers, fuel supply traders/suppliers and other relevant business relationships.

#### **2.10.1.2. Qualitative Proposal Scoring Workbook**

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

#### **2.10.1.3. Required Documents**

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

1. A copy of the BIDDER's Articles of Incorporation or other applicable forms concerning business organization (i.e. partnership, sole proprietorship, etc.) and By-Laws;
2. Certificate of Good Standing to conduct business in jurisdiction of residence;
3. Information regarding outstanding claims against the BIDDER;
4. Affidavit of Ownership & Interest Disclosure (*Appendix C*);
5. Non-collusion Affidavit (*Appendix D*);
6. Gratuities or Kickbacks Affidavit (*Appendix E*);
7. Ethical Standards Affidavit (*Appendix F*);
8. Declaration of Compliance with Section 5 of the ISA- Iran Sanction Act and other United States Government-Sanctioned Entities Affidavit (*Appendix G*);
9. Declaration Compliance with U.S. DOL Wage Determination Affidavit (Including a supplemental copy of the U.S. DOL Wage Determination Rates) (*Appendix H*);
10. Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property (*Appendix I*);

11. Bid Bond Form (*Appendix J*);
12. Local Procurement Preference Application (*Appendix K*);
13. Bidder's Proposal Cover Page (*Appendix L*); and,
14. Contingent Fees Affidavit (*Appendix M*).

**2.10.1.4. Marking and Packaging of Technical Proposal**

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

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

ATTENTION:                    JOHN M. BENAVENTE, P.E.  
   GENERAL MANAGER  
  
   GUAM POWER AUTHORITY-PROCUREMENT OFFICE  
   1<sup>st</sup>. FLOOR, ROOM 101  
   GLORIA B. NELSON PUBLIC SERVICE BUILDING  
   688 ROUTE 15  
   MANGILAO, GUAM 96913

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

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

**2.10.1.5. Technical Proposal Submittal Quantity**

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

**2.10.2. Price Proposal Requirements**

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

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

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

GUAM POWER AUTHORITY-PROCUREMENT OFFICE  
1<sup>st</sup>. FLOOR, ROOM 101  
GLORIA B. NELSON PUBLIC SERVICE BUILDING  
688 ROUTE 15  
MANGILAO, GUAM 96913

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

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

**2.10.3. Non-Repudiation Issues**

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

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

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

**2.10.4. Signature of Bidder**

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

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

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

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

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

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

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

#### **2.10.6. Receipt and Handling of Proposals**

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

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

#### **2.10.7. Proposal Changes During Bid Process**

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

### **2.11. STEP ONE PROCEDURES**

#### **2.11.1. Evaluation of Technical Proposals**

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

#### **2.11.2 Scoring of Technical Proposals**

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

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

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

#### **2.11.3. Discussions of Proposals**

The Procurement Officer or his designee may conduct discussions with any bidder who submits acceptable or potentially acceptable Technical Offer. During the course of such discussions, the

Procurement Officer or his designee shall not disclose any information derived from one Unpriced Technical Proposal to any other BIDDER.

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

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

#### **2.11.4. Notice of Unacceptable Proposal**

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

#### **2.12. STEP TWO PROCEDURES**

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

##### **2.12.1. Opening of Price Proposals**

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



**2.12.2. Proposal Changes During Bid Process**

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

**2.12.3. Proposal Validity**

All price/cost data submitted with the BIDDERS' proposals shall remain firm and open for acceptance for a period of not less than 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 Four.

**2.13. Award of Contract**

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

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

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

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

#### **2.14. Bid Bond and Performance Bond Requirements**

##### **2.14.1. Performance Bond Form, Amount and Duration**

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

##### **2.14.2. Performance Bond Execution by a Guam Licensed Surety Company**

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

### **2.14.3. Bid Bond Form and Amount**

A bid bond for an amount of **no less than One Hundred Fifty Thousand Dollars (US\$150,000.00)** is required and may be in the following form:

- a. Cashier's Check 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 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 (LLCP); or
  - (3) Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

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

## **2.15. General Proposal Guidelines and Requirements**

### **2.15.1. Amendments to the Bid Documents**

GPA may elect to change the IFB documents in whole or part. GPA shall send all Amendments to the IFB documents via fax and/or e-mail. In addition, GPA will make all Amendments available on the Internet at: <https://go.opengovguam.com/bids/available/gpa>.

**2.15.2. Proprietary Data**

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

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

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

**2.15.3. Acceptance of Proposals**

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

**2.15.4. Solicitation Cancellation or Delay**

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

cancellation or rejection shall be made a part of the procurement file that is available for public inspection.

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

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

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

#### **2.15.5. Disqualification of BIDDER**

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

#### **2.15.6. False Statements In Proposal**

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

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

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

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

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

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

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

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

### 3. REQUIRED DOCUMENTS AND SUPPLEMENTAL INFORMATION

GPA shall automatically disqualify any proposal submitted without the supplementary information and required documents 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 & Interest Disclosure; Non Collusion; Declaration of Compliance with Iran Sanction Act (ISA); No Gratuities or Kickbacks; Ethical Standards Affidavit; U.S. DOL Wage Determination Affidavit; Restriction Against Sex Offenders)
- Proposal Checklist
- Bid Bond

The following forms and workbooks will be available on the GPA Website's Procurement Page, in *Volume III Appendices*. In the absence of a form, Bidder shall provide its own form to comply with the required documents. Appendices A, D, E, F, G, H, I, J, K, L, and M 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: Major Shareholders 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 Iran Sanction Act (ISA) and other United States Government- Sanctioned Entities Affidavit
- Appendix H: Declaration of Compliance with U.S. DOL's Wage Determination
- Appendix I: Restriction Against Sext Offenders
- Appendix J: Bid Bond Form and Instructions
- Appendix K: Local Procurement Preference Application
- Appendix L: Bidder's Proposal Cover Page

- Appendix M: Contingent Fees Affidavit
- Qualitative Proposal Worksheet.xls
- Price Proposal

### **3.1. Technical Proposal Documents**

The following referenced documents 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 & Interest Disclosure Affidavit**

The BIDDER shall fill out the Ownership & 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. Compliance with Iran Sanction Act and other United States Government -Sanctioned Entities Affidavit**

The BIDDER shall execute an affidavit of ***Declaration of Compliance with Iran Sanction Act (ISA) and Other US-Sanctioned Entities*** and submit it under *Appendix G* of the Technical Proposal.

**3.1.7. 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 H* and submit it with its Proposal.

**3.1.8. 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 I*) and submit it as part of the Technical Proposal.

**3.1.9. Bid Bond Form**

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

**3.1.10. Local Procurement Preference Application**

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

**3.1.11. Bidder's proposal Cover Page**

The BIDDER shall fill out and sign the Bidder's Proposal Cover Page Form in *Appendix L* and submit it with its Proposal.

**3.1.12. Contingent Fees**

The BIDDER shall fill out and sign the Contingent Fees Affidavit in *Appendix M* 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% > 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**

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

### **5. CONDITIONS OF CONTRACT**

#### **5.1. Definitions**

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

#### **5.2. Accounting**

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

#### **5.3. Documentation**

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

#### **5.4. Language and Trade Terms**

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

**5.5. Release of Information**

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

**5.6. Limitations of Clause**

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

**Invitation For Multi-Step Bid**

**No. GPA-040-23**

**BULK SUPPLY OF DIESEL FUEL OIL NO.2**



**Volume II**

**CONTRACT**

SECTION 1.	DEFINITIONS .....	6
SECTION 2.	FUEL OIL TO BE SUPPLIED .....	8
SECTION 3.	CONTRACT TERM .....	9
SECTION 4.	CONTRACT PRICE .....	10
SECTION 5.	INVOICE PRICE DETERMINATION .....	12
SECTION 6.	TERMS OF PAYMENT .....	13
SECTION 7.	PAYMENT OF TAXES AND OTHER GOVERNMENT CHARGES .....	15
SECTION 8.	WARRANTY AND CLAIMS .....	15
SECTION 9.	TITLE, CUSTODY AND RISK OF LOSS .....	16
SECTION 10.	PRODUCT AND QUALITY .....	16
SECTION 11.	QUANTITY AND QUALITY ASSURANCE .....	16
SECTION 12.	QUANTITY DETERMINATION.....	18
SECTION 13.	SECURITY OF SUPPLY .....	19
SECTION 14.	GOVERNMENT LAWS AND REGULATIONS .....	19
SECTION 15.	PERMITS AND RESPONSIBILITIES .....	20
SECTION 16.	FORCE MAJEURE .....	20
SECTION 17.	NOTICE TO OTHER PARTY .....	21
SECTION 18.	PAYMENT REQUIRED .....	22
SECTION 19.	PRORATION OR EQUITABLE ALLOCATION .....	22
SECTION 20.	ALTERNATE SUPPLY .....	22
SECTION 21.	RESUMPTION OF PERFORMANCE.....	23
SECTION 22.	GOVERNING LAW AND DISPUTES.....	23
SECTION 23.	CONTRACTOR'S INSURANCE .....	24
SECTION 24.	INDEMNITY .....	25
SECTION 25.	TRANSPORTATION .....	25
SECTION 26.	COORDINATION – AMMUNITION LOADING.....	29
SECTION 27.	FAILURE TO SUPPLY .....	29
SECTION 28.	FAILUE TO PAY .....	30
SECTION 29.	FAILURE TO COMPLY WITH LAWS .....	30
SECTION 30.	PENALTY CLAUSES.....	30
SECTION 31.	DEFAULT .....	32
SECTION 32.	ATTORNEYS FEES.....	32
SECTION 33.	TERMINATION FOR CONVENIENCE.....	32
SECTION 34.	REMEDIES CUMMULATIVE.....	35
SECTION 35.	COVENANT AGAINST CONTIGENT FEES .....	35



SECTION 36.	NOTICE.....	35
SECTION 37.	INTEREST OF OTHER PARTIES .....	36
SECTION 38.	ASSIGNMENT .....	36
SECTION 39.	TIME.....	36
SECTION 40.	AMENDMENT AND WAIVER .....	37
SECTION 41.	DESCRIPTIVE HEADINGS .....	37
SECTION 42.	RELATIONSHIP OF PARTIES .....	37
SECTION 43.	NUMBER AND GENDER.....	37
SECTION 44.	SUCCESSORS IN INTEREST.....	38
SECTION 45.	PARTIAL INVALIDITY.....	38
SECTION 46.	EQUAL OPPORTUNITY CLAUSE .....	38
SECTION 47.	PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRITORY.....	39
SECTION 48.	RESTRICTION AGAINST CONTRACTOR EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES.....	39
SECTION 49.	CONTRACT BINDING EFFECT .....	40
SCHEDULE A:	PRODUCT QUALITY SPECIFICATION .....	45
SCHEDULE B:	F-1 DOCK PORT AND TERMINAL INFORMATION HANDBOOK .....	48
SCHEDULE C:	F-1 DOCK FACILITY- VESSEL VETTING PROCEDURE .....	49

**CONTRACT**

**(CONTRACTOR)**

**GUAM POWER AUTHORITY**

**2023**

**IFB No. MS GPA-040-23**

**BULK SUPPLY OF DIESEL FUEL OIL NO.2**

**FORMAL CONTRACT**

This Agreement and Formal Contract (“Contract”), is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 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 Nelson Public Service Complex, Fadian Mangilao Guam;

**RECITALS**

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

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

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

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

**WHEREAS**, GPA has issued an Invitation For a Multi-Step Bid for the Bulk Supply of Diesel Fuel Oil No.2 under IFB GPA-040-23; and

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

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

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

#### **SECTION 1. DEFINITIONS**

- “Fuel oil”** means a liquid hydrocarbon product satisfying the specifications in Schedule A
- “\$”** refers to currency in U.S. dollars.
- “ASTM”** shall mean the “American Society for Testing and Materials”.
- “API”** shall mean the “American Petroleum Institute”.
- “Gallon”** shall mean a U.S. standard gallon of 231 cubic inches at sixty degrees Fahrenheit.
- “Barrel”** means a volume equivalent to 42 U.S. gallons.
- “Contract”** means the Contract for the Bulk Supply of Diesel Fuel Oil No.2 executed as a result of this IFB.

**“Contract Agreement (Agreement)”** shall mean the written agreement between GPA and CONTRACTOR covering the Bulk Supply of Diesel Fuel Oil No.2 any other Contract Documents either attached to the Agreement or made a part thereof by reference therein.

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

**“Contracting Officer”** as used herein means the General Manager of the Guam Power Authority and shall include his authorized representatives.

**“CONTRACTOR”** as used herein means the party or parties who or which shall have duly entered into a contract with the Guam Power Authority to perform the work herein contemplated or his or their authorized assignee.

**“Day”** 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 days or the dates stated in the Agreement for furnishing the product.

**“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.

**“Notice”** as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other

party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The CONTRACTOR must provide and maintain a post office address within Guam and file the same with the Contracting Officer.

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

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

**“Seller”** shall mean the CONTRACTOR.

**“Territory”** shall mean the Territory of Guam.

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

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

**“D.E.S.”** means Delivered Ex- Ship.

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

**“RCOQ”** means the Refinery Certificate of Quality.

## **SECTION 2. FUEL OIL TO BE SUPPLIED**

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

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

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

ULSD Bulk Supply	Estimated Annual Requirement (Barrels per Year)
First (1 <sup>st</sup> ) Year	1,000,000 – 2,000,000
Second (2 <sup>nd</sup> ) Year	1,500,000 – 2,500,000
Third (3 <sup>rd</sup> ) Year	2,000,000 – 2,700,000

Although every attempt has been made to ensure its accuracy, **GPA** makes no guarantees that these quantities will be achieved but they may be exceeded. **GPA** expressly disclaims any liability whatsoever arising from reliance or non-reliance of the data provided.

The first delivery of fuel oil pursuant to the Contract is anticipated to be on or about **February 01, 2024**.

### **SECTION 3. CONTRACT TERM**

The Contract Term shall be for THREE (3) years and shall commence on or about after 0:00 hour on **February 01, 2024**, and shall continue until midnight of **January 31, 2027**. **GPA shall have the right to extend the Contract for additional TWO (2) years, renewable annually, with mutual agreement of both parties.**

#### **Extension**

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

#### **Notice of Extension**

GPA shall notify CONTRACTOR in writing or by email 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 two (2) years.

At the beginning of the 3<sup>rd</sup> Contract year GPA and the CONTRACTOR shall negotiate the Contract extension terms based on the optimum requirements of GPA. 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 4. CONTRACT PRICE**

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

##### **DES (Delivered Ex- Ship) PROVISIONS:**

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

- (1) provide and pay for transportation to named point of destination (**GPA**);
- (2) pay applicable taxes or charges levied on the cargo outside Guam;
- (3) provide and pay for marine insurance;
- (4) provide war risk insurance;
- (5) obtain and dispatch promptly to **GPA**, or its agent, copies from the original document of a clean bill of lading, and also insurance policy or negotiable insurance certificate;



(6) provide **GPA** with copies from the original document of certificates of origin, or any documents issued in the country of origin, or of shipment, or both, which **GPA** may require for importation of goods and, where necessary, for their passage in transit into another country.

(7) where received-for-shipment ocean bill of lading may be tendered, be responsible for any loss or damage, or both, and other charges until the goods have been delivered into the custody of the ocean carrier to **GPA**;

(8) where on-board ocean bill of lading is required, be responsible for any loss or damage, or both, and other charges until the goods have been delivered on board the vessel to **GPA**;

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

**BID REFERENCE PRICE:**

The BID REFERENCE PRICE shall be based on the Platt's Singapore Products Assessment for Fuel Oil Cargoes "Gasoil 10 ppm" for January 10, 2023.

Reference date: January 10, 2023

	<u>Low (\$/bbl)</u>	<u>High (\$/bbl)</u>
Gasoil 10 ppm	\$109.52	\$109.56

The following is a sample calculation of the mean price for "Gasoil 10 ppm" published in the **Platt's Marketscan, Singapore Products Assessments** for Fuel Oil Cargoes for January 10, 2023.

$$\begin{aligned}
 \text{Mean Singapore Spot} &= \frac{\text{Low} + \text{High}}{2} \text{ Price Assessments:} \\
 &= \frac{\$109.52 + \$109.56}{2} \text{ per barrel} \\
 &= \$109.540 \text{ per barrel}
 \end{aligned}$$

**BID REFERENCE PRICE = \$109.540 per barrel (in 3 decimals)**

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

Contract for the Bulk Supply of Diesel Fuel Oil No.2	BASE PERIOD THREE (3) YEARS US\$/BBL (3 decimals)			EXTENSION PERIOD TWO (2) YEARS US\$/BBL (3 decimals)	
	First (1 <sup>st</sup> ) Year Base Period	Second (2 <sup>nd</sup> ) Year Base Period	Third (3 <sup>rd</sup> ) Year Extension	First (1 <sup>st</sup> ) Year Extension	Second (2 <sup>nd</sup> ) Year Extension
	Fixed Premium Fee				

**SECTION 5. INVOICE PRICE DETERMINATION**

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

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

**Sample Calculation:**

**B/L date = January 10, 2023**

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

	<u>Date</u>		<u>Low</u>	<u>High</u>	<u>Avg</u>
5	Jan 03, 2023 (Tue)		116.38	116.42	116.400
4	Jan 04, 2023 (Wed)		108.98	109.02	109.000
3	Jan 05, 2023 (Thu)		109.11	109.15	109.130
2	Jan 06, 2023 (Fri)		107.58	107.62	107.600
1	Jan 09, 2023 (Mon)		110.51	110.55	110.530
<b>B/L</b>	<b>Jan 10, 2023 (Tue)</b>		109.52	109.56	109.540
1	Jan 11, 2023 (Wed)		112.72	112.76	112.740
2	Jan 12, 2023 (Thu)		115.61	115.65	115.630
3	Jan 13, 2023 (Fri)		118.18	118.22	118.200

4	Jan 16, 2023	(Mon)	119.11	119.15	119.130
5	Jan 17, 2023	(Tue)	119.50	119.54	<u>119.520</u>
<b>Mean Arithmetic Average (\$/bbl) =</b>					<b>113.402</b>

**Invoice Reference Price: \$113.402/bbl**

**Fixed Premium Fee (Sample): \$4.000/bbl**

**Invoice Price Calculation = Invoice Reference Price + Fixed Premium Fee = \$117.402/bbl**

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

Invoices for Fuel Oil delivered pursuant to quantity and quality prescribed under the terms of this contract shall be submitted to **GPA** along with 2 sets of copies of the original loadport documents that includes, but is not limited to:

- a. Bill Of Lading
- b. Certificate of Quantity
- c. Certificate of Quality
- d. Cargo Manifest
- e. Certificate of Origin
- f. Surveyor's Inspection Report
- g. Vessel Ullage Report
- h. Timelog
- i. Receipt of Sample
- j. Master's Receipt of Documents
- k. Notice of Readiness at Loadport
- l. Certificate of Vessel Compartment Cleanliness/Dryness
- m. Material Safety Data Sheet (MSDS)

## **SECTION 6. TERMS OF PAYMENT**

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

be made immediately preceding banking day. However, should payment due falls on Sunday or Monday bank holiday in Guam, payment shall be made on the immediately following banking day.

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

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

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

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

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

available at **CONTRACTOR** system.

If the amount due under this contract exceeds the **GPA's** credit limit, then as a loading condition, for the amount not covered under the credit line, **GPA** shall:

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

**SECTION 7. PAYMENT OF TAXES AND OTHER GOVERNMENT CHARGES**

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

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

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

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

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

**SECTION 8. WARRANTY AND CLAIMS**

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

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

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

#### **SECTION 9. TITLE, CUSTODY AND RISK OF LOSS**

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

#### **SECTION 10. PRODUCT AND QUALITY**

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

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

#### **SECTION 11. QUANTITY AND QUALITY ASSURANCE**

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

(b) Load port samples from each individual shore loading tanks prior to loading and vessel's composite samples from all vessel's cargo compartments after loading shall be obtained by the independent inspector who shall perform or witness the required tests for quality certification.

Shore tank composite from each individual shore loading tanks and vessel composite samples shall be separately tested and the quality must conform to the specifications under Schedule A of the contract.

Vessel's composite samples from all vessel's cargo compartments shall also be obtained by the inspector for the consignee, **GPA**, in care of the ship's master. All Samples shall be equally divided into THREE (3) parts, sealed, properly identified, and designated with the required "Chain of Custody of Samples" documentations.

(c) The quality of the cargo to be delivered shall be determined by an independent inspector mutually acceptable to GPA and the **CONTRACTOR** and is to be based on the ship composite samples taken at the port of discharge in such a manner as to secure samples which are representative of the entire cargo delivery. Discharge tanks samples and ship's composite samples shall be divided into THREE (3) parts. One part shall be for **CONTRACTOR** and TWO (2) parts shall be for **GPA**, and **GPA** shall utilize one sample for recertification and reserve the other sample as a retained referee sample. All discharge port samples shall be presented by the inspector for **GPA** in care of the Master of the ship. All samples shall be retained for not less than ONE HUNDRED TWENTY (120) days after delivery. In the event of dispute as to quality, analysis of the samples taken at the discharge port shall be made by an independent inspector, which analysis shall be final and binding upon both parties.

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

Copies of the Certificate of Quality of the vessel composite samples, together with the other shipping documents (B/L, certificate of origin, cargo manifest, certificate of origin, certificate of quantity with shore tank measurement report, Refinery Certificate of Quality, etc) must be transmitted by fax or e-mail to GPA immediately or no later than 3 days after completion of loading.

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

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

GPA has the right to reject any cargo outside the specification limits. GPA shall notify the Contractor of any rejected delivery by fax or e-mail. Contractor shall promptly deploy a replacement vessel carrying on-spec products to Guam within 12 days from the date of GPA's notice of rejection.

Notwithstanding the above conditions, Contractor shall not be relieved of any responsibilities or penalties provided for in the Contract. In addition, GPA shall impose all applicable penalties for failure of the Contractor to provide the replacement cargoes in a timely manner. Contractor shall be liable for all direct expenses as a result of the delayed arrival of the shipment beyond the last day of the original 5 days ETA date.

## **SECTION 12. QUANTITY DETERMINATION**

Quantity determination shall be performed by an independent third party inspector mutually acceptable to GPA and the CONTRACTOR. Quantity shall be based from the load port shore tanks gauges as to be reflected as Bill of Lading quantity NET barrels at sixty degrees Fahrenheit (60 °F). The Certificate of Quantity shall separately use the density from each individual shore loading tanks.

All quantities shall be corrected to volume at sixty degrees Fahrenheit (60 °F) in accordance with the ASTM-IP Petroleum Measurement Table, Table 6B, the latest edition published shall be applicable. A copy of the load port shore tank measurements shall be included as supplemental documents.

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



In the event of the variances between the B/L quantity and the discharge port (shore tanks) receipts, The AUTHORITY shall pay (absorb) a quantity shortfall up to FORTY PERCENT OF ONE PERCENT (0.40 %) of the barrel established quantity; shortages beyond the 0.40% shall be covered by the **CONTRACTOR**.

If the cargo for GPA is not segregated and discharged to more than one party, the Certificate of Quantity for GPA and payment shall be based on the shoretank receipt quantities as established by an independent third party inspector at the discharge port.

### **SECTION 13. SECURITY OF SUPPLY**

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

### **SECTION 14. GOVERNMENT LAWS AND REGULATIONS**

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

**CONTRACTOR** refuses to provide such substitute fuel oil at the Contract price set out herein shall **GPA** then have the option of purchasing from other sources fuel oil at a lower price than that offered by **CONTRACTOR** in such negotiations which complies with such laws and regulations, but in any event, the **CONTRACTOR** shall have no recourse, other than those specified herein.

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

#### **SECTION 15. PERMITS AND RESPONSIBILITIES**

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

#### **SECTION 16. FORCE MAJEURE**

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

(a) War, etc. War, hostilities, acts of public enemy or belligerents, sabotage, blockade, revolution, insurrection, riot or disorder;

(b) Restraints. Arrest or restraint of princes, rulers or peoples;

(c) Confiscation. Expropriation, requisition, confiscation or nationalization;

(d) Rationing. Embargoes, export or import restrictions or rationing or allocation, whether imposed by law, decree or regulation or by voluntary cooperation of industry at the insistence or request of any governmental authority or person purporting to act therefore;

(e) Regulations. Interference by restriction or onerous regulations imposed by civil or military authorities, whether legal or de facto and whether purporting to act under some constitution, decree, law or otherwise;

(f) Acts of God. Acts of God, fire, frost or ice, earthquake, storm, lightning, tide, tidal wave, or peril of the sea, accident of navigation or breakdown or injury of vessels;

(g) Loss for Tankers. Loss of tanker tonnage due to sinking by belligerents or to governmental taking whether or not by formal requisition;

(h) Accidents. Accidents to or adjuncts of shipping navigation;

(i) Strikes. Epidemics, quarantine, strikes or combination of workmen, lockouts, or other labor disturbances;

(j) Explosions. Explosion, accidents by fire or otherwise to wells, pipes, storage facilities, refineries, installations, machinery;

(k) Taking by Government. Unavailability of fuel because of the election of the government of the country of its origin to take royalty product in kind;

(l) Other Events. Any event, matter or thing wherever occurring and whether or not of the same class or kind as those set forth, which shall not be reasonably within the control and without the fault or negligence of the party affected thereby.

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

#### **SECTION 17. NOTICE TO OTHER PARTY**

Either party whose obligations may be affected by any of the forces or causes set out in Section 16, supra, shall promptly notify the other party in writing, giving full particulars thereof as soon as possible after the occurrence of such force or cause. Such party shall exercise due diligence to

remove such cause with all reasonable dispatch and to resume performance at the earliest practicable time.

#### **SECTION 18. PAYMENT REQUIRED**

Notwithstanding the provisions of Section 16, supra, **GPA** shall not be relieved of any obligation to make payments for any fuel delivered to Guam dock/**GPA** tanks hereunder; however, during the force majeure condition the obligation shall be suspended, except for fuel oil deliveries made prior to the force majeure condition.

#### **SECTION 19. PRORATION OR EQUITABLE ALLOCATION**

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

#### **SECTION 20. ALTERNATE SUPPLY**

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

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

**SECTION 21. RESUMPTION OF PERFORMANCE**

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

**SECTION 22. GOVERNING LAW AND DISPUTES**

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

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

In the event of any controversies, dispute or difference of any nature (a "Dispute") between the parties arising from or in connection with this Contract, either party may give notice to the other in writing of the existence of such dispute specifying its nature and the points at issue. If the dispute shall not have been amicably resolved within thirty (30) days from the date of the said notice, then the same shall be exclusively and definitely resolved through final and binding arbitration in New York, by the AMERICAN ARBITRATION ASSOCIATION ('AAA'), in accordance with the rules of arbitration of such institution in effect as of the date the existence of the controversy is notified by one of the parties. The arbitration shall be conducted by three arbitrators, unless all parties to the dispute agree to a sole arbitrator within thirty (30) days after the filing of the arbitration. Each party to the dispute shall appoint one arbitrator within thirty (30) days of the filing of the arbitration, and the two arbitrators so appointed shall select the presiding arbitrator within thirty (30) days after the latter of the two arbitrators have been appointed by the parties to the dispute. If a party to the dispute fails to appoint its party-

appointed arbitrators or if the two party-appointed arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time period, then LCIA shall appoint the remainder of the three arbitrators. The arbitration proceedings shall be conducted in English and the arbitrator(s) shall be fluent in the English language. The award of the arbitral tribunal shall be final and binding. Judgment on the award of the arbitral tribunal may be entered and enforced in any court having jurisdiction thereof. The cost of the arbitration proceedings, including attorneys' fees, shall be borne in the manner determined by the arbitral tribunal. Any right to appeal or challenge any arbitral decision or award is hereby waived. The parties may seek a preliminary injunction or other preliminary judicial relief, if in its judgment such action is necessary to avoid irreparable damage. It is expressly agreed that indirect, special, punitive and consequential damages shall not be awarded.

### **SECTION 23. CONTRACTOR'S INSURANCE**

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

At a minimum, **CONTRACTOR** shall carry the following insurance coverages and shall provide evidence of these coverages in the form of a Certificate of Insurance with the applicable wordings and endorsements:

#### **ENVIRONMENTAL POLLUTION LIABILITY**

At a minimum, must carry and have in force Environmental Pollution Liability insurance with limits not less than **CONTRACTOR** \$50,000,000 (USD FIFTY MILLION DOLLARS) each condition and in the aggregate to include coverage for First party clean-up costs. The carrier must be rated not less than AM Best A rated and minimum financial size of IX. This coverage must be primary and non-contributory. The Guam Power Authority must be named as an additional insured with a Waiver of Subrogation. On the Certificate of insurance, carrier must be provided with a Waiver of

Subrogation. On the Certificate of insurance, carrier must agree by endorsement, that in the event of any cancellation and/or material change in coverage the carrier will give minimum 60-day prior written notice to the Policy holder and the Guam Power Authority.

#### **MARINE LIABILITY**

At a minimum, must carry and have in force Marine Liability insurance with limits not less than \$50,000,000 (USD CONTRACTOR FIFTY MILLION DOLLARS) each occurrence and in the aggregate. The carrier must be rated not less than AM Best A rated and minimum financial size of IX. This coverage must be primary and non-contributory. The Guam Power Authority must be provided with a Waiver of Subrogation. On the Certificate of insurance, carrier must agree by endorsement, that in the event of any cancellation and/or material change in coverage the carrier will give minimum 60-day prior written notice to the Policy holder and the Guam Power Authority.

#### **SECTION 24. INDEMNITY**

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

#### **SECTION 25. TRANSPORTATION**

The Authority shall nominate and advise the **CONTRACTOR** of the 10-day delivery date range not later than THIRTY-FIVE (35) days before the 1<sup>st</sup> calendar day of the delivery date range. The **AUTHORITY** and **CONTRACTOR** shall mutually agree to narrow down to a 5-day delivery date range TWENTY-FIVE (25) days prior to the 1<sup>st</sup> day of the 5-day delivery date range.

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

All risk of loss, cost and liabilities prior to the time of passage of title of the fuel oil to shall be on the **CONTRACTOR**. **CONTRACTOR** or its agents shall further arrange for the use of pier receiving facilities owned by the Port Authority of Guam (PAG) or its Facility Manager, U.S. Coast Guard, U.S. Custom and Immigration inspections, Guam Commercial Port authorities, Guam tug services, Port Stevedores services, and others as necessary for the safe berthing of fuel tankers and obtaining clearance for the discharging of the cargo at the sole expense of the **CONTRACTOR**.

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

Maximum LOA	259meters
Minimum LOA	100 meters
Maximum Breadth	45 meters
Maximum Vessel Draft Alongside	16.4592 meters
Maximum Displacement	108,840 metric tons
Maximum Free Board	23 meters

The above information is subject to change and **CONTRACTOR** shall at all times abide by the requirements of latest edition of the Port and Terminal Information Handbook.

**GPA** shall provide the **CONTRACTOR** an estimated cargo quantity to be delivered approximately THIRTY-FIVE (35) days from estimated 10-day delivery date range.

**GPA** shall provide notification to the **CONTRACTOR** as to the final cargo delivery quantity approximately TWENTY-FIVE (25) days prior to the first (1<sup>st</sup>) day of the estimated 5-day delivery date range which will also be specified in this final notice. **GPA estimates** a single delivery requirement in the range of ONE HUNDRED THOUSAND BARRELS TO TWO HUNDRED THOUSAND BARRELS (100,000 bbls-200,000 bbls).



For each delivery, the **CONTRACTOR** will have an operational tolerance of FIVE PERCENT (5%) on the cargo size, as well as the obligation to deliver the shipment within defined delivery date range, as has been notified by **GPA**.

GPA shall have the right to cancel or change the previously notified cargo size and/or delivery date within THIRTY (30) calendar days prior to the first day of the delivery range without penalty.

**(b) Tanker nomination procedures:**

The **AUTHORITY** shall advise the contractor of projected "tankers' schedule and quantities per slate" TWENTY-FIVE (25) days before the commencement of the contract, and **CONTRACTOR** agrees to provide all fuel requirements of **GPA** as advised and all succeeding cargo requirements thereafter.

*(i) **Vessel Specification:***

All vessels nominated by the **CONTRACTOR** for fuel oil deliveries to **GPA** shall meet the vessel vetting requirements and be pre-approved by the dock Facility Manager (F-1 Dock or alternate facility).

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

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

**(c) Ship Lay time and Demurrage:**

Ship lay time at the discharge port shall commence six (6) hours after the tender of Notice of Readiness (NOR) or when the vessel berths whichever occurs first, and to cease upon last cargo

hoses disconnection. Official NOR shall be tendered/ re-tendered after completion of inspection and clearance for conducting cargo discharging operations is granted by the Port Authorities.

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

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

(i) **Ship Demurrage:**

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

The vessel must be able to attain a discharge pressure of up to one hundred (100) psi measured at the Dock manifold. Time lost for slow discharging shall be deducted from the lay time used for calculating demurrage. Cargo stripping period in excess of two (2) hours shall also be deducted from the lay time used for calculating demurrage.

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

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

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

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

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

#### **SECTION 26. COORDINATION – AMMUNITION LOADING**

(a) The **CONTRACTOR** is hereby advised and agrees that the unloading of fuel oil is not permitted during the time that the unloading or loading of ammunition is taking place at the U.S. Navy's ammunition wharf.

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

#### **SECTION 27. FAILURE TO SUPPLY**

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

**SECTION 28. FAILUE TO PAY**

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

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

**SECTION 29. FAILURE TO COMPLY WITH LAWS**

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

**SECTION 30. PENALTY CLAUSES****(a) Late Deliveries**

- (1) In case of five (5) delayed deliveries beyond the last day of the stipulated delivery date range on the discharge port, after the stipulated delivery date as set out in the nomination procedure, **GPA** reserves the right to terminate the present contract by his written notification, without obligation to indemnify the **CONTRACTOR**.
- (2) **CONTRACTOR** accepts to pay **GPA** for every delayed delivery beyond the last day of the five (5) days stipulated delivery date range as set out in the nomination procedure, a penalty equivalent to:

- \$0.10/bbl multiplied by the Bill of Lading quantity for each day of delay if delivery is less than five days late.
- \$0.20/bbl multiplied by the Bill of Lading quantity for each day of delay if delivery is more than five days late.

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

(b) **Quality Outside Contractual Specifications**

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

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

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

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

refunded to the **GPA** either by payment from the **CONTRACTOR** or by way of reduction from his debts to the **CONTRACTOR** or from the Good Performance Bond of the Contract, or partially from both.

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

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

### **SECTION 31. DEFAULT**

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

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

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

### **SECTION 32. ATTORNEYS FEES**

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

### **SECTION 33. TERMINATION FOR CONVENIENCE**

(a) Termination.

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

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

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

(b) **CONTRACTOR's Obligations.**

The **CONTRACTOR** shall incur no further obligations in connection with the terminated fuel oil supply delivery and on the date set in the Notice of Termination the **CONTRACTOR** will stop delivery of fuel oil to the extent specified. The **CONTRACTOR** shall also terminate outstanding orders and Contracts, if any, as they relate to the terminated Contract for fuel oil supply. The **CONTRACTOR** shall settle the liabilities and claims arising out of the termination of orders and Contracts, if any, connected with the terminated fuel oil supply delivery. **GPA** may direct the **CONTRACTOR** to assign the Contractor's right, title and interest under the terminated orders or Contracts to **GPA**. The **CONTRACTOR** must still deliver fuel oil supply not terminated by the Notice of Termination and may incur obligations as are necessary to do so.

(c) **Right to Supplies.**

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

(d) **Compensation.**

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

- (2) **GPA** and the **CONTRACTOR** may agree to a settlement provided the **CONTRACTOR** has filed a termination claim supported by cost or pricing data to the extent required by Section 3-403 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by **GPA**, the proceeds of any sales of supplies and manufacturing materials under the Guam Uniform Commercial Code, and the Contract price of the fuel supply not terminated.
- (3) Absent complete agreement under subparagraph (1) of this paragraph, **GPA** may pay the **CONTRACTOR** the following amounts, provided payments agreed to under subparagraph (2) shall not duplicate payments under this subparagraph:
- (i) Fuel oil Contract prices for supplies or services accepted under the Contract by **GPA**;
  - (ii) Costs incurred in preparing to perform and performing the terminated portion of the delivery of fuel oil plus a fair and reasonable profit on such portion of the delivery (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted fuel oil supplies or services; provided, however, that if it appears that the **CONTRACTOR** would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
  - (iii) Costs of settling and paying claims arising out of the termination of Contracts or orders pursuant to paragraph (2) of this clause. These costs must not include costs paid in accordance with subparagraph (3)(ii) of this paragraph;
  - (iv) The reasonable settlement costs of the **CONTRACTOR** including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract for the termination and settlement of Contracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the



terminated portion of this Contract. The total sum to be paid the **CONTRACTOR** under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the **CONTRACTOR** reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under the Uniform Commercial Code.

#### **SECTION 34. REMEDIES CUMMULATIVE**

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

#### **SECTION 35. COVENANT AGAINST CONTIGENT FEES**

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

#### **SECTION 36. NOTICE**

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

**GPA:** General Manager  
Guam Power Authority

Post Office Box 2977  
Hagatna, Guam 96932-2977  
TELEFAX: (671) 648-9225

**CONTRACTOR:**

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**SECTION 37. INTEREST OF OTHER PARTIES**

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

**SECTION 38. ASSIGNMENT**

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

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

**SECTION 39. TIME**

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

**SECTION 40. AMENDMENT AND WAIVER**

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

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

**SECTION 41. DESCRIPTIVE HEADINGS**

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

**SECTION 42. RELATIONSHIP OF PARTIES**

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

**SECTION 43. NUMBER AND GENDER**

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

**SECTION 44. SUCCESSORS IN INTEREST**

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

**SECTION 45. PARTIAL INVALIDITY**

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

**SECTION 46. EQUAL OPPORTUNITY CLAUSE**

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

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

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

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

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

**SECTION 48. RESTRICTION AGAINST SEX OFFENDERS EMPLOYED BY SERVICE PROVIDERS TO GOVERNMENT OF GUAM FROM WORKING ON GOVERNMENT OF GUAM PROPERTY**

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

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

of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

**SECTION 49. CONTRACT BINDING EFFECT**

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

This Contract is binding upon the **CONTRACTOR** only if **CONTRACTOR** has been awarded the Contract in response to the **IFB GPA-040-23**. This Contract is subject to the approval of **GPA** and the Public Utilities Commission and it shall not be binding on part of **GPA** until such approval is made as evidenced by the signatories below.

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

\_\_\_\_\_  
**John M. Benavente, P.E.**  
**General Manager**

\_\_\_\_\_  
**DATE**

For **(CONTRACTOR)** :

(Company Name and Seal)

\_\_\_\_\_  
**CONTRACTOR, Duly Authorized**  
**REPRESENTATIVE OF COMPANY**

\_\_\_\_\_  
**DATE**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**General Counsel**  
**GUAM POWER AUTHORITY**

\_\_\_\_\_  
**DATE**

**PERFORMANCE AND PAYMENT BONDS**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

\_\_\_\_\_

(Name of CONTRACTOR)

herein after called the CONTRACTOR and \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_ Dollars (US\$ \_\_\_\_\_) for the payment

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

WHEREAS, the CONTRACTOR has by written agreement dated \_\_\_\_\_, 20\_\_\_\_,

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

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

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

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Guam Power Authority provided the same is within the scope of the Contract.
  
- B. Whenever CONTRACTOR shall be and is declared to be in default under the Contract by the Guam Power Authority, and the Guam Power Authority has performed its Contract obligations, the Surety may promptly remedy the default or shall promptly:
  - 1. Complete the Contract in accordance with its terms and conditions; or
  - 2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Guam Power Authority and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by the Guam Power Authority to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the Guam Power Authority to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Guam Power Authority or successors of the Authority.
  
- C. A claimant is defined as one having a direct contract with the CONTRACTOR, or with a sub-CONTRACTOR of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.



- D. The above-named CONTRACTOR and Surety hereby jointly and severally agree with the Guam Power Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Guam Power Authority shall not be liable for the payment of any costs or expenses of any such suit.
- E. No suit or action shall be commenced hereunder by a claimant:
1. Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following:  
The CONTRACTOR, the Guam Power Authority, or the Surety above named, within ninety (90) calendar days after such claimant did or performed that last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR at any place the principal maintains an office or conducts its business.
  2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
  3. Other than in a court of competent jurisdiction in and for Guam.
- F. The amount of the payment bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

IN THE PRESENCE OF:

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

\_\_\_\_\_

(WITNESS)

\_\_\_\_\_

(CONTRACTOR) (SEAL)

\_\_\_\_\_

(TITLE)

\_\_\_\_\_

\_\_\_\_\_

(MAJOR OFFICER OF SURETY)

\_\_\_\_\_

(MAJOR OFFICER OF SURETY)

\_\_\_\_\_

(TITLE)

\_\_\_\_\_

(TITLE)

\_\_\_\_\_

**SCHEDULE A: PRODUCT QUALITY SPECIFICATION**

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.

**DIESEL FUEL OIL NO. 2**

DESCRIPTION	ASTM TEST METHOD	UNIT OF MEASURE	LIMITS	
			Minimum	Maximum
Flash Point	D93	deg C	60	
Cloud Point	D2500 or D5771	deg C		5
Bottom Sediment & Water	D2709	vol %		0.05
Distillation Temp, 10% recovered	D86	degC	180	230
Distillation Temp, 50% recovered	D86	degC	230	310
Distillation Temp, 90% recovered	D86	degC	280	360
Distillation Temp, 95% recovered	D86	degC	300	370
Kinematic Viscosity	D445	mm <sup>2</sup> /s at 40 degC	1.9	4.1
Total Aromatic Hydrocarbons	D6591 or IP391	wt%		30
Dicyclic Aromatic Hydrocarbons	D6591 or IP391	wt%		5
Tricyclic and higher Aromatic Hydrocarbons	D6591 or IP391	wt%		1
Olefin Content	D1319 or JPI-5S-49 2007	vol%		5
Ash	D482	wt%		0.01
Sulfur	D5453 or D7039	ppmw		10
Sulfur Mercaptan	D3227	ppmw		3
Copper Strip Corrosion Rating (3hrs min at 50oC)	D130			No. 1
Cetane Index	D976		46	
Carbon Residue on 10% distillation residue	D189 or D524 or D4530 or D6371	wt%		0.2
Lubricity, HFRR @ 60oC	D6079	micron		400
Conductivity	D2624 or D4308	pS/m	100	600
Density @ 15oC	D4052 or D1298	kg/m3	820	850
Gravity, API @ 60oF	D1298 or D4052		35	41
Color	D1500 or D6045			2.0

Hydrogen Sulfide in Liquid	IP 570A	mg/kg		2.0
Strong Acid No.	D974	mg KOH/g		Nil
Total Acid No.	D974	mg KOH/g		0.2
Odour	Indirect			Merchantable
Stability (Oxidation), 16Hrs	D2274	mg/L		20
Appearance @ ambient temp	D4176			Clear, bright and free from particulates and water
Haze Rating	D4176			1
Particulate Contamination	D6217	mg/L		8
Water content	D6304	mg/kg		100
Filter Blocking Tendency (FBT)	D2068 or IP387			1.35
Fatty Acid Methyl Ester (FAME)	D7371-14 or EN14078	vol%		0.1
Guaranteed Heating Value (HHV)	D240	MMBTU/bbl	5.70	
Static Dissipation Additives (Stadis 450)	Declared			Report
Lubricity Additive	Declared			Report
Biodiesel Content	Declared			NIL
Virgin Vegetable & Animal Oils	Declared			NIL
Unhydrotreated Cracked Components	Declared			NIL
Na	D7111	ppmw		0.1
K	D7111	ppmw		0.1
Ca	D7111	ppmw		Less than 0.1
V	D7111	ppmw		Less than 0.1
Pb	D7111	ppmw		Less than 0.1
Ni	D7111	ppmw		Less than 0.1
Zn	D7111	ppmw		Less than 0.1
Cu	D7111	ppmw		Less than 0.1
Ba	D7111	ppmw		Less than 0.1

#### Notes on Schedule A:

**Odour.** The odor shall be typical and characteristic of mild hydrocarbon smell, but must not be unusually strong, repulsive, or obnoxious. The fuel delivered shall be subject to inspection by regulatory agencies such as the United States Environmental Protection Agency (USEPA), or by an independent third-party inspector, should issues related to odour arise. In the event that such unusually strong, repulsive, or obnoxious odor is detected and is deemed due to the quality of the product delivered by the Contractor, the product shall be replaced at the Contractor's expenses.

**Hydrogen Sulfide in Liquid Phase.** Individual samples shall be drawn on the ship compartments. Report shall be based on the mathematical average of the test results.

**Hydrogen Sulfide in Vapour.** The Contractor or its agent is required to disclose the Hydrogen Sulfide concentration for each cargo compartment on a daily basis upon sailing from the load port. The Contractor shall ensure that the Hydrogen Sulfide concentration in vapour phase on board the vessel does not exceed 80 ppm prior to cargo arrival on Guam.

In the event that the Hydrogen Sulfide levels are exceeded on cargo arrival, the vessel will be required to leave the Guam port and de-gas to the required concentration and all costs shall be borne by the Contractor.

**Haze Rating 1.** No visible free water, particulates or sediment shall be present in the product.

SCHEDULE B: F-1 DOCK PORT AND TERMINAL INFORMATION  
HANDBOOK



# TRISTAR TERMINALS GUAM, INC. TERMINAL & PORT INFORMATION HANDBOOK

<b>Doc. Number</b>	<b>Doc. Description</b>	<b>Prepared By</b>	<b>Reviewed By</b>
TTGI-PLN-PIH-01	Port Information Handbook	John Afleje (Ops Manager)	KK Vikraman (General Manager)

This handbook is to provide a reference for Vessel Staff, Vessel Operators, Marine staff and Depot Staff for the safe conduct of Operations in the Terminal.

The contents of this handbook should be used with due consideration to Industry standards – IMO Conventions, ISGOTT, OCIMF and IPIECA Guidelines as well as National laws.

## Table of Contents

REVISION LOG.....	4
LIST OF ABBREVIATIONS .....	4
SECTION 1: EMERGENCY PROCEDURES.....	5
EMERGENCY CONTACTS.....	5
TERMINAL EMERGENCY CONTACTS .....	5
EMERGENCY SIGNALS.....	6
TERMINAL EMERGENCY PROCEDURES.....	6
SECTION 2: TERMINAL INFORMATION.....	7
LOCATION .....	7
DESCRIPTION.....	7
CARGO TRANSFER FACILITIES & MAXIMUM RECEIVING RATES .....	7
PORT & BERTH RESTRICTIONS/ MAXIMUM & MINIMUM VESSEL CRITERIA .....	8
UNDERKEEL CLEARANCE .....	8
ANCHORAGES & WAITING AREAS .....	8
PILOTAGE/ MOORING BOATS / TUGS.....	8
MINIMUM MOORING ARRANGEMENTS.....	9
COMMUNICATIONS PRIOR ARRIVAL .....	10
INFORMATION REQUIRED FROM VESSELS PRIOR TO ARRIVAL.....	10
SECTION 3: ENVIRONMENTAL CONDITIONS .....	10
TIDES AND CURRENTS.....	10
CLIMATIC AND WEATHER CONDITIONS .....	10
WEATHER RESTRICTIONS .....	11
WEATHER PRECAUTIONS .....	11
SECTION 4: FACILITIES AT BERTH .....	11
SLOP/ DIRTY BALLAST / OILY WASTE RECEPTION .....	11
AVAILABILITY OF BUNKERS.....	11
AVAILABILITY OF FRESH WATER.....	11
GARBAGE RECEPTION.....	11
ARRANGEMENTS FOR RECEIVING STORES .....	11
TANK CLEANING, PURGING AND GAS FREEING.....	11
SECTION 5: TERMINAL ACCESS AND VISITOR SECURITY .....	12
PERSONNEL ACCESS .....	12
UNAUTHORIZED OR INTOXICATED PERSONS .....	12
SECTION 6: TRISTAR TERMINAL REGULATIONS .....	12
GENERAL SAFETY AND EMERGENCY .....	12
SAFETY/ ROLES AND RESPONSIBILITIES .....	12
CONDITIONS OF VESSEL ACCEPTANCE .....	12
EMERGENCY ACTIONS .....	13
MINIMUM NUMBER OF CREW .....	13
SAFETY EQUIPMENT .....	13
VESSEL STATE OF READINESS.....	13
EMERGENCY SHUT DOWN .....	13
VESSEL SUITABILITY .....	13
SAFE ACCESS .....	14



ALCOHOL/DRUGS.....	14
CRAFT ALONGSIDE.....	14
ENTRY INTO ENCLOSED SPACES.....	14
MAINTENANCE AND REPAIR WORK.....	14
PROTECTIVE CLOTHING AND EQUIPMENT.....	14
HOT WORK.....	15
MOORING.....	15
GARBAGE.....	15
SMOKING.....	15
SOURCES OF IGNITION.....	16
PORTABLE ELECTRICAL EQUIPMENT.....	16
SECTION 7: CARGO OPERATIONS.....	16
PRE TRANSFER CONFERENCE & CHECKLIST.....	16
VESSEL INFORMATION.....	16
DUTY PERSONNEL REQUIREMENTS.....	16
WATCH SCHEDULE.....	17
CARGO PUMPROOMS.....	17
ACCOMMODATION DOORS AND PORTS.....	17
ACCOMMODATION VENTILATION AND AIR CONDITIONING.....	17
COMMUNICATIONS.....	17
MAIN TRANSMITTING AERIALS.....	17
USE OF VHF AND SATCOM WHILE ALONGSIDE.....	17
FLAME SCREENS/ DECK OPENINGS.....	17
SCUPPERS/DRAINS.....	18
DISCHARGE CONTAINMENT/DRIP PANS.....	18
CARGO TRANSFER RATES.....	18
CHECKS ON QUANTITIES TRANSFERRED.....	18
MAXIMUM CARGO TANK FILLING LEVEL.....	18
SUSPENSION OF OPERATION AND REMOVAL OF VESSEL ALONGSIDE.....	19
VESSEL GAUGE POINTS.....	19
INSULATION MEANS BETWEEN SHIP AND SHORE.....	19
TRANSFER MANIFOLD AND CONNECTIONS.....	19
SAFETY DATA SHEETS (SDS).....	19
SECTION 8: CARGO TRANSFER PROCEDURES.....	19
TANK CLEANING.....	19
HANDLING STATIC ACCUMULATOR CARGOES.....	19
INERT GAS OPERATIONS.....	20
SECTION 9: PROCEDURES FOR HAZARDOUS CARGOES.....	20
BENZENE.....	20
HYDROGEN SULFIDE.....	20

**REVISION LOG**

<b>Revision No.</b>	<b>Date of Revision</b>	<b>Revision Description</b>	<b>Revision Completed By</b>
01	March 2019	New plan layout and various information updates	John Afleje

**LIST OF ABBREVIATIONS**

<b>ISGOTT</b>	International Safety Guide for Oil Tankers and Terminals. Reference and basis for all standards and procedures
<b>SIGTTO</b>	Society of International Gas Tanker and Terminal Operators
<b>API</b>	API Gravity, numerical system used on petroleum products corrected to density and relative density.
<b>ASA</b>	American Standards Association
<b>B/L</b>	Bill of Lading. Document issued by the cargo supplier stating the quantity of material delivered to the vessel.
<b>DWT</b>	Dead-weight Tons
<b>GRT</b>	Gross-weight Tons
<b>HHW</b>	High High Water
<b>OCIMF</b>	Oil Companies International Marine Forum
<b>KL</b>	Kiloliters
<b>LOA</b>	Length Overall. Length of a vessel taken over all extremities
<b>LOP</b>	Letter Of Protest
<b>MLLW</b>	Mean Low Low Water
<b>P2P</b>	Product to Product
<b>PIC</b>	Person-in-Charge
<b>SBT</b>	Segregated Ballast Tanks
<b>SDWT</b>	Summer Dead-weight tons
<b>UKC</b>	Under Keel Clearance
<b>UHF/VHF</b>	Ultra High Frequency/Very High Frequency
<b>USCG</b>	United States Coast Guard

**SECTION 1: EMERGENCY PROCEDURES**

**EMERGENCY CONTACTS**

Any vessel on charter to Tristar and/or proceeding to any Tristar Terminals is required to give prompt notice of:

- Personnel injury
- Vessel grounding
- Cargo release
- Contamination or loss of cargo
- Collision, Fire or Explosion
- Breach of hull
- Damage to any Terminal
- Situations with the potential to become more serious
- Any request for assistance.

Notification should be per Charterer’s instructions or Charter Party to the Charterer & Tristar Terminals Guam, Inc.

**TERMINAL EMERGENCY CONTACTS**

<b>Contact</b>	<b>Primary/Work</b>	<b>Cell</b>
General Manager / QI - KK Vikraman	565-2333	486-7648
Finance Controller / AQI – Vivek Kannan	565-3319	489-3336
Marine Ops Supervisor – Roland Latag	565-3331	486-9372
Terminal Supervisor / AFSSO - John Sioco	565-3308	898-4542
Facility Security Officer – David Quitugua	565-3307	727-3338
Terminal Operations Manager- John Aflleje	565-3306	688-4633
USCG National Response Center	1-800-424-8802	
USCG Emergency After Hours	355-4824	
Harbor Master (PAG)	477-8697/ 5931 ext. 333	
USCG Sector Guam Prevention & Compliance	355-4835/4881	
OSROCo. - John Manibusan	477-1818/5038	688-5038
GFD/GPD/Ambulance – Emergency	911	
GEPA - Environmental Problems	300-4751	

## **EMERGENCY SIGNALS**

### **INCIDENT ALARM (TERMINAL)**

- ◆ By verbal advice over the radio or VHF.
- ◆ Continuous ringing of shore Siren.

### **VESSEL EMERGENCY (or reported from Vessel)**

- ◆ By verbal advice over the radio.
- ◆ Tank ships - at least six blasts on the ship's whistle, each of not less than ten seconds duration, supplemented by a continuous sounding of the general alarm system.

### **BARGES**

- ◆ By verbal advice over the radio.
- ◆ Visual and verbal signaling as appropriate.

## **TERMINAL EMERGENCY PROCEDURES**

In case of any emergency, transfer operations are to be ceased immediately and equipment secured as appropriate.

Necessary notifications are to be made.

Emergency Response is to be mounted by the vessel per their procedures and by Terminal per their Emergency and Facility Response.

**In all Cases – Ensure that Personnel Safety is the first priority**

Brief reference of emergency response details from the Dock Operations Manual -

### **OIL SPILLS**

- ◆ Cease Operations. Close all valves. Eliminate source of spill.
- ◆ Drain lines into containment systems. Stop any spill to water.
- ◆ Make external and internal notifications.
- ◆ Respond per Spill & Facility Response Plans for Marine Operations Spills/Leaks.

### **FIRE/ EXPLOSION**

- ◆ Shut down transfer operations.
- ◆ Sound fire alarm; notify Fire Dept. Follow Emergency Response Plan for Fire/Explosion.
- ◆ Make external and internal notifications.
- ◆ Eliminate fire source if possible.

### **PERSONNEL INJURY**

- ◆ Cease transfer Operations
- ◆ If prudent – Remove injured party to safe location. Give First aid.
- ◆ Make external and internal notifications. Follow Emergency Response Plan for Medical Emergency.
- ◆ Get medical assistance to injured person(s).

### **SEVERE WEATHER CONDITIONS**

- ◆ Terminate transfer operations.
- ◆ Secure transfer valves and disconnect hoses.

- ◆ Comply with Weather Limitations notice.

**TERRORIST ACTIVITY**

- ◆ Terminate Transfer Operations.
- ◆ Secure the area.
- ◆ Follow Facility Response Plan.
- ◆ Make external and internal notifications.

**SECTION 2: TERMINAL INFORMATION**

**LOCATION**

The Tristar Guam waterfront facility (Wharf Foxtrot-1/ F-1 Dock) is located in Apra Harbor in the US Territory of Guam at Lat. 13° 27.5N Long 144°39.5E.

**Apra Harbor** is situated midway along the W coast of Guam and is the main berthing facility on the island, consists of a commercial harbor, a naval complex, and a repair facility. The harbor is comprised of two main areas; **Apra Inner Harbor** and Apra Outer Harbor. **Apra Outer Harbor** is the principal commercial port for the island. US Chart 81048 covers the area.

**DESCRIPTION**

The approaches to the harbor are free and deep, as is the channel between the breakwaters.

The facility is a T Head Jetty consisting of a concrete platform and with breasting and mooring dolphins that have 2 units of single 100 ton quick release hooks and 4 units of double 100 ton quick release hooks.

All operations in Apra Outer Harbor are under the jurisdiction of The Port Authority of Guam and The United States Coast Guard. Prior to entry all vessels must establish communications with Guam Port Control Harbormaster's office on VHF-FM channels 12, 13 or 16.

Vessels entering, leaving or shifting berth are required to give a minimum of 24 hours' notice to The Port Authority of Guam Harbor Master and US Coast Guard Captain of the Port. Failure to give such notice is a basis for denying entry. No vessel shall enter or leave the harbor without radio clearance from the Harbor Master. Vessels must be ISPS/MTSA compliant.

**CARGO TRANSFER FACILITIES & MAXIMUM RECEIVING RATES**

<b>Product</b>	<b>Discharging Rate</b>	<b>Maximum Pressure</b>
Mogas	7,000 barrels	100 psi
Gas Oil	7,000 barrels	100 psi
Jet A1	14,000 barrels	100 psi
Residual Fuel Oil	14,000 barrels	100 psi

Receiving rates are calculated at 7m/sec maximum flow rate on one pipeline to one receiving tank. During start of discharge and product changeover, receiving rates will be much lower to comply with the maximum allowable flow rate during initial pumping of 1m/sec. Actual receiving pressures will be agreed upon in the Ship/Shore Safety and Operational Agreement, which will be signed by the Ship’s Officer and Shore Officer before cargo operations.

<b>Cargo Line</b>	<b>Product</b>	<b>Manifold/Flange Specification</b>	<b>Hose String</b>
A - line	Jet A1	2 X 150psi ANSI	2ea. - 3 X 10" X 35'
B - line	Residual Fuel Oil	2 X 150psi ANSI	2ea. - 3 X 10" X 35'
C - line	Mogas 91 and 95	1 X 150psi ANSI	1ea. - 3 X 10" X 35'
D - line	Ultra Low Sulfur Diesel	1 X 150psi ANSI	1ea. - 3 X 10" X 35'
LPG - line	Liquefied Petroleum Gas – Liquid	1 X 300psi ANSI	1ea. – 2 X 6" X 50'
LPG - line	Liquefied Petroleum Gas – Vapor	1 X 300psi ANSI	1ea. – 2 X 4" X 50'

**PORT & BERTH RESTRICTIONS/ MAXIMUM & MINIMUM VESSEL CRITERIA**

The berthing facility has a maximum depth of 15.8 meters at MLLW. A minimum Under Keel Clearance (UKC) in the channel of 1.0 m is required.

- ◆ Maximum LOA - 259 meters
- ◆ Minimum LOA – 100 meters
- ◆ Maximum breadth - 45 meters
- ◆ Maximum Vessel draft alongside - 16.4592 meters
- ◆ Maximum Displacement - 108,840 metric tons
- ◆ Maximum Freeboard - 23 meters

**UNDERKEEL CLEARANCE**

Vessels are required to maintain a minimum Under Keel Clearance of 1m at all times

**ANCHORAGES & WAITING AREAS**

Anchorage have been designated within Apra Outer Harbor. The Port of Guam Authority will assign the vessel’s designated anchorage and waiting area.

**PILOTAGE/ MOORING BOATS / TUGS**

Pilotage is compulsory for vessels over 500 gross tons and all vessels entering the port for the first time and after daylight hours. Pilot services are available on a 24-hour basis for Apra Harbor. Pilots are required to board inbound vessels and leave outbound vessels at Alpha Hotel Pilot Station

Tugs of up to 3600 HP operate within Arpa Harbor. A Minimum of 2 tugs is required to be in attendance when berthing and un-berthing.

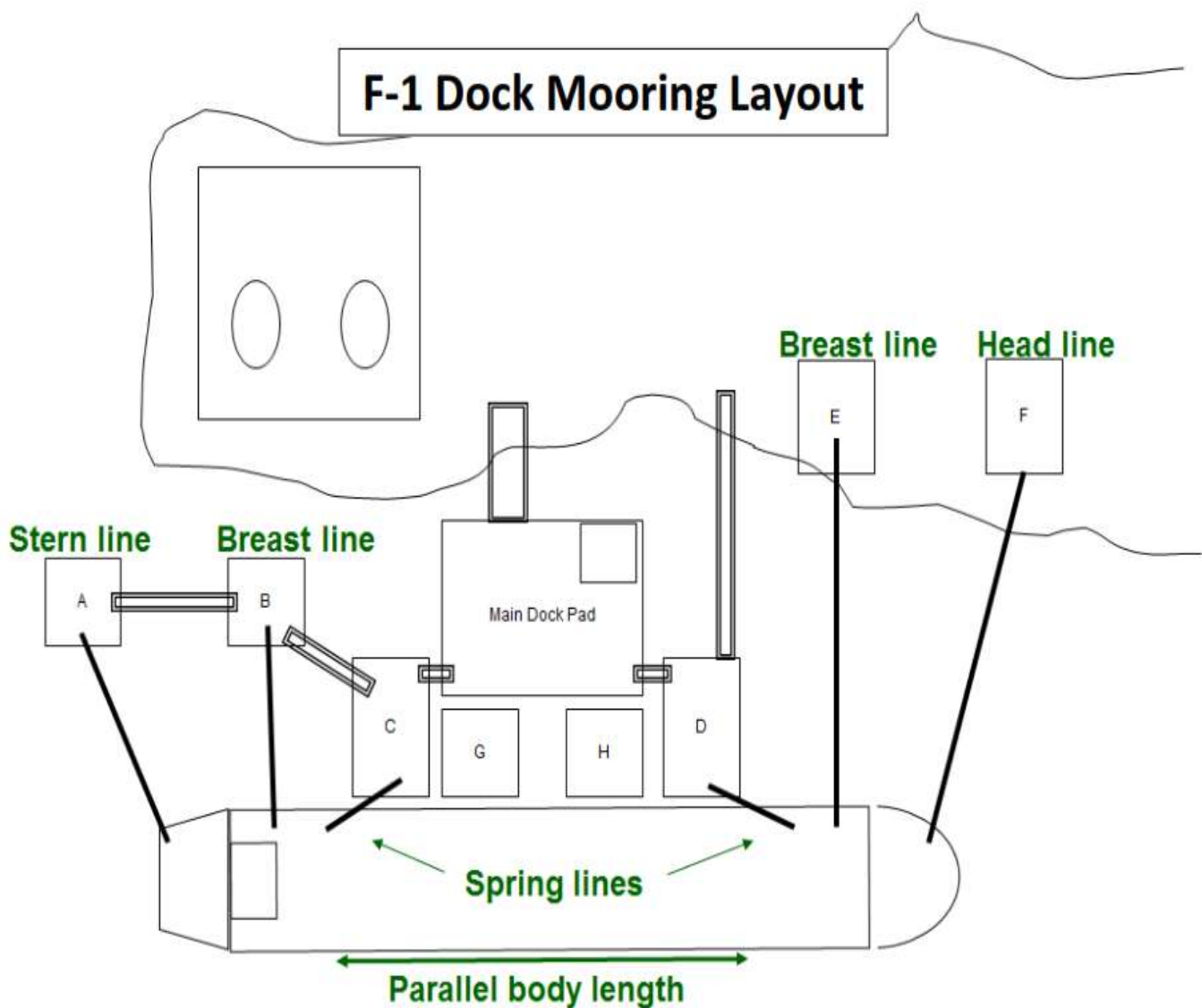
Arrangements may be made through the vessel agents.

**MINIMUM MOORING ARRANGEMENTS**

The Terminal requires the following minimum moorings:

- A. 2ea. Stern Lines
- B. 2ea. Aft Breast Lines
- C. 2ea. Aft Spring Lines
- D. 2ea. Forward Spring Lines
- E. 2ea. Forward Breast Lines
- F. 2ea. Bow/Head Lines

**MINIMUM MOORING DIAGRAM:**



## **COMMUNICATIONS PRIOR ARRIVAL**

ETA's are to be advised regularly through Tristar Terminals Guam Inc. directly to the Terminal. The following communications are to be sent at the earliest opportunity.

## **INFORMATION REQUIRED FROM VESSELS PRIOR TO ARRIVAL**

- A) Vessel's Name and Port of Registry
- B) Estimated time of arrival
- C) Arrival draft and Displacement / Departure draft & Displacement.
- D) Amount & Stowage Plan and preferred order of all cargo to be loaded or discharged.
- E) Loading- Amount of freewater in cargo/ Discharging – Tank preparation & Last 3 cargoes.
- F) Maximum freeboard measured from manifold to water surface during discharge.
- G) Confirm maximum draft / max freeboard/ arrival displacement will not exceed;
  - Max draft 16.4592 meters
  - Maximum Freeboard 23 meters
  - Displacement 108,840 metric tons
- H) Best estimate of discharge time and discharge rate basis average rates given.
- I) Manifolds numbered from forward to be used for discharge.
- J) Confirm all vessels Cargo, Navigational, Mooring equipment and Engines are in good working order. Give details if not.
- K) Confirm vessel has received this Terminal Handbook and complies with all requirements noted.

The Terminal should note this exchange of information and confirm with Ship Officer/ PIC, upon boarding the vessel. Copies should be retained.

## **SECTION 3: ENVIRONMENTAL CONDITIONS**

### **TIDES AND CURRENTS**

The mean tidal range at Apra Harbor is 1.6 feet, while the spring range is 2.3 feet. Generally tidal currents in the harbor have little velocity. See Tide Tables for daily predictions at web site below.

<http://www.prh.noaa.gov/guam/public.php>

The prevalent set of the current at the harbor entrance is commonly S or SW regardless of the tidal currents, but a set to the N or NE may be experienced, especially during the summer months. The flood current in the harbor entrance sets N to NNE at a maximum rate of 1.5 knots. The ebb current sometimes attains a maximum rate of 3 knots.

### **CLIMATIC AND WEATHER CONDITIONS**

Winds and seas in the vicinity of Guam are mostly easterly due to the NE Trades. Occasional westerly winds are experienced in the summer months. The rainy season in Guam is from July to November. Typhoons frequently pass in the vicinity of the Island during the summer months. Most pass off the island, however their associated heavy winds and rain affect the island.



## **WEATHER RESTRICTIONS**

- ◆ **20 Kts (25 mph)** - If winds are constantly above this speed, vessels are requested to have additional deck watch in attendance.
- ◆ **25 Kts (30 mph)** - If sustained winds are experienced at this speed, all product movements are to be suspended.
- ◆ **30 Kts (35 mph)** - If sustained or higher winds are experienced or expected, dock hoses shall be drained and disconnected. Once hoses have been disconnected, the vessel shall prepare to vacate the berth and/or have tugs standing by to assist.

The Terminal and Master may allow a deviation from the above limits based on mutual agreement and subject to an assessment of current and forecast weather on the ability to conduct safe docking operations. (E.g. onshore wind blowing vessel onto the berth, etc.)

## **WEATHER PRECAUTIONS**

In order to minimize the danger posed by severe weather conditions, the following precautions should be observed:

No berthing is allowed during electrical storm. For vessels already alongside, cargo operations must be stopped and if necessary, preparations made to un-berth.

Final responsibility for the safety of the ship and her cargo rests with the vessel Master and in case of emergency such as severe weather conditions; none of these regulations should prevent the master or responsible ship officer from taking any action he deems necessary.

## **SECTION 4: FACILITIES AT BERTH**

### **SLOP/ DIRTY BALLAST / OILY WASTE RECEPTION**

There are no facilities for dealing with Slop/ Dirty Ballast/ Oil Waste while at the berth. However, facilities are available in the port via approved contractors and by arrangement through agents.

### **AVAILABILITY OF BUNKERS**

At this time bunkers are available through F-1 for ULSD and RFO.

### **AVAILABILITY OF FRESH WATER**

Fresh water is available at this time.

### **GARBAGE RECEPTION**

Approved garbage reception facilities are available in the port via approved contractors and by arrangement through agents.

### **ARRANGEMENTS FOR RECEIVING STORES**

The handling of vessel's store and general cargo is not permitted during cargo transfer operations. Store barges are not allowed to come alongside the vessel to deliver stores when alongside at the Terminal. Hand carried stores may be taken onboard subject to the usual security checks.

### **TANK CLEANING, PURGING AND GAS FREEING**

Tank cleaning/washing and gas freeing operations are not permitted during vessel's stay alongside.

## SECTION 5: TERMINAL ACCESS AND VISITOR SECURITY

### PERSONNEL ACCESS

For entry and exit from the berthing facility, crewmembers may pass through the facility gate. However, the vessel master or agent must submit a crew list to the Facility Security Officer before any vessel crew or visitors is allowed to access through the Terminal.

Crewmembers shall traverse only through authorized areas and proceed directly to the facility gate when exiting. When returning to the vessel, crewmembers must traverse the same route and proceed directly to the vessel.

At no time will a crewmember or visitor be allowed to loiter within the facility. The Terminal reserves the right to refuse entry for any personnel transiting the Terminals.

### UNAUTHORIZED OR INTOXICATED PERSONS

Unauthorized, disorderly or intoxicated persons shall not be allowed on Terminal grounds or on any vessel(s) alongside.

Visitors will only be allowed on board a vessel with the knowledge and approval of the Vessel Master and Terminal Facility Security Officer. Visitors passing through the facility to visit a vessel while at berth are required to comply with all Terminal regulations contained within this booklet.

## SECTION 6: TRISTAR TERMINAL REGULATIONS

### GENERAL SAFETY AND EMERGENCY

Except as otherwise provided, these regulations apply to all tanker vessels hereinafter referred to as “**vessel**”, calling at Foxtrot One (F-1) Dock.

The Terminal receives vessels alongside on the understanding that operations will be conducted safely and expeditiously and that berth will be vacated as soon as practicable after operations have been completed.

### SAFETY/ ROLES AND RESPONSIBILITIES

Responsibility for the safe conduct of operations whilst a vessel at this Terminal rests jointly with the Master of the ship (Ship Officer) and a responsible Terminal representative (Shore Officer).

**In an emergency, none of these regulations should prevent the master or responsible ship officer from taking measures that he deems are necessary for the safety of the vessel and crew.**

### CONDITIONS OF VESSEL ACCEPTANCE

Vessels are accepted at a Terminal on the understanding that operations will be conducted in accordance with all applicable legislation, together with practices contained in relevant Codes of Practice, in particular, the guidance contained within the latest edition of the International Safety Guide for Tankers and Terminals (ISGOTT).

Vessels found deficient on arrival may be subject to refusal until the deficiencies have been satisfactorily rectified.

## **EMERGENCY ACTIONS**

On arrival, discuss with the shore officer actions to be taken in the event of an emergency. This shall include procedures to be followed and means of communications as stated in the handbook.

## **MINIMUM NUMBER OF CREW**

There must be sufficient qualified crewmembers onboard at all times for vessel operations and/or berth evacuation in the event of an emergency.

## **SAFETY EQUIPMENT**

Vessels must have all Life Saving and Fire Fighting equipment in good working condition and available for immediate use. For tankers/vessels, Fire Fighting equipment will include the following:

- a) Two fire hoses, fitted with adjustable nozzles, uncoiled, connected to the tanker's fire main and laid out on the main deck near the cargo manifold in use.
- b) Two portable fire extinguishers of foam or dry chemical type, placed near the vessel's manifold.
- c) An International Shore Fire Connection clearly marked and available for use.
- d) The vessel lifeboat shall be rigged, ready for immediate as means of escape in an emergency.
- e) A pilot ladder or accommodation ladder shall be rigged on the seaside of the ship ready for immediate lowering as means of escape in an emergency.

Barges need to comply with all of above, as applicable.

Vessels staff must acquaint themselves with the safety arrangement ashore, particularly with the following:

- a) Location of Fire Alarm/s
- b) Location of Fire Extinguishers
- c) Location of Cargo Emergency Stops and Shut down systems.

## **VESSEL STATE OF READINESS**

While alongside a Terminal, a tank vessel must at all times be able to move under its own power at short notice. If, for any reason, the vessel cannot comply with this requirement, the Terminal representative must be advised immediately.

For tank barges, the tug assigned to a tank barge or a number of tank barges shall standby in the immediate vicinity of the barge(s) and shall maintain engines ready for maneuvering at short notice.

## **EMERGENCY SHUT DOWN**

For LPG vessels, the vessel shall provide the shore with ESD control buttons prior to product receiving. These buttons are to be used by the shore representative when an emergency arises and should thus preferably be routed along shore. Upon activation, this emergency control button shall automatically shut down the product compressor and raise the alarm of the ship. The port should also be equipped with ESD and break-away coupling.

## **VESSEL SUITABILITY**

Any vessel calling at the Terminal must be cleared under the applicable Tristar Nomination and Clearance process.

The Terminal receives a vessel alongside with the understanding that the vessel is in all respects ready to discharge cargo safely and efficiently; that the vessel is capable of operating within the physical limitations of the berth stated in this handbook.

## **SAFE ACCESS**

The Ship and Shore officer should ensure that Safe Access is rigged and maintained throughout the vessels stay at the Terminal. The vessel is required to provide a suitable gangway to enable safe access between ship and shore with a Safety net rigged under to span any opening to the water below. Handrails /ropes must be provided on both sides and maintained taut. A person should be on watch in the vicinity of the gangway, especially when persons are embarking or disembarking. Any alternative arrangements should be used only following a Risk Assessment to ensure Safe Access is always maintained.

## **ALCOHOL/DRUGS**

Masters are advised that operations will cease when the actions of a person or persons involved in operations are not under proper control as a result of the use of alcohol, drugs and/or fatigue. Access to the berths restricted area for persons similarly suspected of being affected by alcohol/drugs shall be denied.

## **CRAFT ALONGSIDE**

No craft is permitted to come alongside or remain alongside a vessel without the prior permission of the Vessel Master and Terminal representative. Should a craft be given permission to come alongside, personnel on board the craft shall be required to comply with the vessel and terminal safety policies and procedures.

## **ENTRY INTO ENCLOSED SPACES**

As a matter of general policy, any personnel entry into enclosed spaces on a vessel alongside a Terminal is prohibited unless necessary for the safety of the vessel and Terminal. In certain trades involving Tristar Chemicals, tank entry may be required, for example, to check on tank preparation prior to loading particularly sensitive cargoes. Such tank entry should only be undertaken following recognized enclosed space entry procedures that include the issue of a written permit (ISGOTT/ NIOSH recommendations refer). The Terminal representative must be provided with a copy of the chemist's certificate confirming the suitability of the tank for entry.

## **MAINTENANCE AND REPAIR WORK**

Readiness of vessel's engines and Safety equipment is to be maintained at all times when at the berth. Major repair work whether planned or unplanned is not permitted while at berth. Other repairs may be permitted on a case-by-case basis and may only commence once approval has been obtained from the Terminal representative.

Any repair involving hot work and welding shall not take place without the prior written permission of the Terminal representative (& USCG if applicable).

## **PROTECTIVE CLOTHING AND EQUIPMENT**

Vessel personnel on board must adhere to the following minimum dress code while alongside a Tristar Terminal:

- ◆ Long pants
- ◆ Suitable shoes, preferably safety shoes or boots with steel toe cap (sandals or similar footwear is prohibited)
- ◆ Shirt with sleeves

- ◆ Approved life jacket or buoyant work vest when working aboard a barge without safety rails, or when working outboard of any safety rails.

**Personnel engaged in vessel operations are actively encouraged to utilize PPE to the fullest during transfer, hose handling and mooring/unmooring operations. This includes the wearing of hard hats and safety goggles.**

Attention must be given to the need for additional PPE when handling certain hazardous cargoes. In such circumstances, splash protective eye wear, face masks, chemical suits, rubber boots and gloves, respirators or fresh air breathing apparatus should be considered for use, as appropriate.

## **HOT WORK**

No hot work permitted while vessel is alongside unless otherwise prior written permission is issued by the Terminal representative (& USCG if applicable).

The use of power-driven or manually operated devices, capable of producing sparks, is prohibited in the cargo area, cargo tanks, fuel tanks, cargo pump rooms or enclosed spaces immediately above or adjacent to cargo tanks, such as cofferdams. No chipping or other activities likely to produce sparks shall be permitted in these areas.

## **MOORING**

All vessels must be securely moored alongside with sufficient ropes and/or wires in accordance with minimum mooring requirements established by the Terminal.

The effectiveness of the mooring system is dependent upon the sum total of all the mooring lines and therefore moorings must be properly tended throughout the vessel's stay.

The use of "mixed mooring", e.g. synthetic fiber ropes and steel wire ropes in the same service (Breast lines or Springs etc.) is not allowed. Lines in the same service shall be of similar material. In this context, it should be noted that moorings constructed of High Modulus Polyethylene (HMPE) have the same extension characteristics as wire and may be used in the same service.

Mooring lines shall be secured on board using the storage reel or, on vessels not equipped with reels, on bits. The practice of securing lines on the warping drums of winches is not permitted.

Self-tensioning winches, if fitted, must not be used in the automatic mode.

Nylon pendants fitted to wire moorings shall be of sufficient length and strength and should be properly secured to the wire using a suitable shackle.

Tankers shall rig emergency towing wires of adequate strength secured to the offshore bow and quarter bollards with the towing eye maintained at, or about, the waterline.

**All personnel must stay well clear of danger areas when lines are under tension.**

## **GARBAGE**

No garbage or refuse of any kind shall be dumped overboard from any vessel moored at a marine Terminal. Vessel-generated domestic garbage should be collected in suitable containers.

In US territories, Medical wastes, hazardous wastes and, for foreign flag vessels, waste regulated by the Animal and Plant Health Inspection Service (APHIS), is to be collected separately.

## **SMOKING**

Smoking is strictly prohibited on vessels alongside except under controlled conditions in specifically designated areas, not having doors or ports that open directly onto the cargo deck. Smoking is prohibited on board any unmanned tank barge while at or in the vicinity of the Terminal.

Smoking in the Terminal is only permitted in designated smoking areas. Designated smoking areas should be conspicuously marked.

### **SOURCES OF IGNITION**

The carrying and use of matches, lighters or other sources of ignition, which includes battery-operated equipment and cameras, is prohibited within the Terminal and on the deck of vessels alongside.

### **PORTABLE ELECTRICAL EQUIPMENT**

All flashlights used shall be of a safe type, which is approved by a competent authority. The use of portable electrical equipment on wandering leads is prohibited in hazardous zones during cargo transfer operations. The equipment should be disconnected from power and preferably removed from the hazardous zone. Only cellular phones and pagers of an intrinsically safe type are permitted on the deck of vessels while alongside a Terminal.

## **SECTION 7: CARGO OPERATIONS**

### **PRE TRANSFER CONFERENCE & CHECKLIST**

Before operations begin, the persons in charge of the transfer operations for vessel and shore (PIC/ Ship & Shore Officer) must conduct a Pre Transfer conference. As part of this conference they should jointly conduct an inspection and complete the latest edition (Ed. 5) of the ISGOTT Ship/Shore Safety Checklist (and USCG DOI, if applicable).

The shore officer, together with a responsible ship officer, will inspect the ship prior to start of operations, and from time to time thereafter at intervals not exceeding 6 hours, to ensure that the questions on the Ship/Shore Safety Checklist can be answered in the affirmative.

Where corrective action is needed, the Terminal may not agree to operations commencing nor should they have been started, may require them to be ceased. Similarly, if the master considers that safety is endangered by any action on the part of his or Terminal staff, he should request operations be ceased until the situation is rectified.

### **VESSEL INFORMATION**

To facilitate pre transfer formalities, the vessel should have the following documentation readily available on arrival at the Terminal:

- Cargo stowage plan
- Cargo Loading/ Discharge Plan
- Other relevant information should be readily available, such as tank cleaning records, list of previous cargoes carried and vessel experience factor calculations.

### **DUTY PERSONNEL REQUIREMENTS**

During the transfer of oil and/or hazardous material to or from a vessel, both the vessel and the dock are required to have a person-in-charge (PIC/Ship Officer/ Shore Officer). It is required that a PIC is designated for each vessel involved in a transfer. The PIC must be physically on board the vessel during all stages of the transfer operation. If the PIC needs to leave the vessel for any reason, he must be properly relieved by a qualified tanker man or the transfer must be halted.

## **WATCH SCHEDULE**

The watch schedule for vessel personnel should be arranged to minimize fatigue. Working hours should be recorded to ensure that they do not exceed USCG or STCW 95 limits, as applicable. Watch hand-overs involving the person-in-charge should be scheduled so as not to take place during critical phases of the transfer operation, such as 'topping off' etc.

## **CARGO PUMPROOMS**

Cargo pump rooms should be well ventilated and gas free before arrival at the Terminal. While alongside, the ventilation system shall be kept running and the pump room kept free of cargo vapors. Atmosphere must be checked to ensure safe conditions are maintained.

## **ACCOMMODATION DOORS AND PORTS**

All external doors and portholes shall be closed during operations. Accommodation boundary doors should preferably be fitted with self-closing or other control devices but at no time should they be locked.

## **ACCOMMODATION VENTILATION AND AIR CONDITIONING**

The intakes of central air conditioning or mechanical ventilation systems should be adjusted to prevent the entry of petroleum vapors, if possible, by re-circulation of air within the accommodation spaces. Window-type air conditioning units that are not certified, as safe for use in the presence of flammable gas or which draw in air from outside the accommodation must be electrically disconnected and any external vents or intakes closed.

## **COMMUNICATIONS**

Clear communications must be agreed and established between the Ship and Shore representatives. Identification of the name of ship should always be included in ship to shore voice communications to avoid misunderstanding. In case of breakdown of communication, cargo operations should be ceased until communication is restored.

## **MAIN TRANSMITTING AERIALS**

Radio transmissions on medium (MF) and high frequency (HF) during transfer operations are potentially dangerous and therefore are strictly prohibited while alongside. The main and reserve transmitting antenna shall be earthed while at the Terminal.

## **USE OF VHF AND SATCOM WHILE ALONGSIDE**

Transmissions on permanently installed VHF/UHF equipment are acceptable provided the power output is reduced to one watt or less. Portable VHF/UHF equipment of an approved type may be used for intra-ship and ship/shore communications.

SATCOM equipment may be used while alongside the Terminal unless specifically prohibited under local regulations.

## **FLAME SCREENS/ DECK OPENINGS**

All deck openings, tank hatches, butterworth plates, sounding pipes, etc., are to be kept closed while alongside the Terminal unless properly fitted with a flame screen.

During cargo transfers, the cargo tank venting system as designed for the particular vessel shall be



used. If necessary, ullage ports or other gauge points may be opened for short periods to enable ullaging or sampling to be undertaken.

### **SCUPPERS/DRAINS**

Before any transfer of cargo, ballast, slops or bunkers takes place, deck scuppers and drain holes in save-alls and drip trays must be suitably plugged. If local regulations permit, accumulated water may be drained off as required and scupper plugs replaced immediately after the water has been run off. Oily water should be transferred to a slop tank or other suitable containment and it is recommended that a portable pump is rigged ready for this purpose. Air-operated pumps, such as Wilden pumps, must be securely grounded to the vessel's structure to prevent the generation of electrostatic charges.

### **DISCHARGE CONTAINMENT/DRIP PANS**

Drip pans, manifold drip trays and other containment shall be kept empty while the vessel is alongside a Terminal. Plugs and valves shall be properly secured.

### **CARGO TRANSFER RATES**

The maximum allowable loading rates shall be established and agreed by PIC's/ Ship & Shore officers during the pre-transfer conference. Rates shall be established for initial loading and will take into account the need for precautions when handling grades defined as static accumulators. Procedures for final topping-off will also be agreed.

### **CHECKS ON QUANTITIES TRANSFERRED**

Preferably every hour, the vessel should provide the Terminal representative with information regarding the amount of cargo that has been discharged or loaded. The Terminal will provide the vessel with comparable shore figures. If the exchange of information reveals a sudden or significant difference between the Terminal and vessel figures on quantities transferred, operations should be stopped until a satisfactory explanation can be found.

### **MAXIMUM CARGO TANK FILLING LEVEL**

The maximum cargo tank filling level shall not exceed any of the following limits:

- ◆ Six inches below the deck;
- ◆ 98 percent of tank capacity; or
- ◆ Three inches below the set point of the overfill control system for a tank barge. In the US this is required by 46 CFR 39.20-9(b) or the liquid overfill alarm for a tank ship required by 46 CFR 39.20-7(d), as applicable, when collecting vapors of crude oil, gasoline blends or benzene.



## **SUSPENSION OF OPERATION AND REMOVAL OF VESSEL ALONGSIDE**

The Terminal reserves the right to suspend operations and/or require removal of vessel alongside the jetties for:

- ◆ Infringement, disregard or breach of all applicable regulations.
- ◆ Defects in the vessel, and/or her equipment, manning or operations, which in the reasonable opinion of the Terminal representative present a hazard to premises, personnel, environment, or operations.
- ◆ Operational performance that fails to utilize satisfactorily the available Terminal facilities and thereby, in the reasonable opinion of the Terminal representative constitutes an unacceptable constraint to Terminal operations.

## **VESSEL GAUGE POINTS**

The appropriate tank opening or fitting to be used for custody transfer measurement should be identified as the "gauge point" and the corresponding reference height (the total height between the rim of the ullage port and the striking plate at the bottom of the tank) shall be clearly marked.

## **INSULATION MEANS BETWEEN SHIP AND SHORE**

To provide effective electrical isolation between the ship and shore, Terminal systems are provided with insulating flanges. The use of bonding cables is not permitted.

With the protection provided by insulating flanges, the use of cathodic protection systems for vessel and jetty structures may be continued while a vessel is alongside.

## **TRANSFER MANIFOLD AND CONNECTIONS**

Every mechanical loading arm or cargo hose must be properly supported to ensure that flange connections are not subjected to undue strain. In all cases, the points of connection between the vessel's manifold and the cargo transfer arm or hose must be completely over the manifold containment or drip tray.

All flanged connections must be fully bolted with a bolt in every hole.

The loading arm or hose must be blanked as soon as it is disconnected from the manifold. Manifold connections not in use are to be kept fully blanked with blind flanges, gaskets and a bolt in every hole.

## **SAFETY DATA SHEETS (SDS)**

An SDS or Cargo Information Card should be available on request from the supplier of the product, i.e. a vessel loading cargo should receive the information from the Terminal and a vessel discharging cargo should, if requested, provide an SDS to the Terminal.

## **SECTION 8: CARGO TRANSFER PROCEDURES**

### **TANK CLEANING**

No tank cleaning operations shall be conducted alongside a Terminal without prior approval of the Terminal representative.

### **HANDLING STATIC ACCUMULATOR CARGOES**

The precautions described in ISGOTT shall be adhered to when loading, ullaging or sampling cargoes defined as static accumulators in non-inerted tanks. This will include controls on initial flow rates and

restrictions on the use of metallic dipping, ullaging or sampling equipment.

## **INERT GAS OPERATIONS**

As a general policy, it is required that if a vessel is equipped with an inert gas plant, it should be used. Inert gas operation should be conducted in accordance with procedures contained in the vessel's IGS manual. The Terminal representative may require random checks to be made to verify the oxygen content in cargo tanks prior to commencement of transfer operations.

## **SECTION 9: PROCEDURES FOR HAZARDOUS CARGOES**

### **BENZENE**

Benzene is a known hazard in Petroleum. The requirements of OSHA and the USCG must be adhered to when handling benzene or hydrocarbon mixtures containing in excess of 0.5% of benzene by volume. Vessel owners, operators and personnel on board must be familiar with all applicable regulations and adhere to them, including the requirements of 46 CFR Part 197.

In the event that airborne concentrations of benzene are likely to exceed accepted exposure limits (PEL of 1 ppm and STEL of 5 ppm) within any area, the area should be designated a 'regulated' area. It is the responsibility of the vessel to establish and clearly mark regulated areas with warning signs and to limit access only to authorized personnel

Ullaging and gauging should be undertaken through vapor lock valves.

An approved respirator must be used at all times when exposure limits are likely to be exceeded, for example, when sampling cargo, making or breaking cargo connections, opening a cargo tank or transferring cargo when tanks are vented at less than 12 feet above the working deck.

Impervious gloves and tight-fitting goggles or a facemask shall be worn during sampling, making or breaking a cargo connection and when gauging a tank through a restricted gauging tube.

### **HYDROGEN SULFIDE**

Hydrogen Sulphide (H<sub>2</sub>S) may be present in significant concentrations in crude oils and refined products such as naphtha, fuel oil, bitumen's and gas oils and in the vapor spaces of tanks that have previously contained such cargoes. Vessels should be aware of the potential presence of H<sub>2</sub>S and should adopt appropriate monitoring procedures. Any concentration to exposures above 10 ppm should not be permitted without proper respiratory protection in the form of a supplied-air respirator or self-contained breathing apparatus.

Information on the presence of H<sub>2</sub>S must be exchanged during the pre-transfer conference. The vessel owner/operator or vessel PIC must inform the facility PIC if the previous cargo contained, or was suspected to contain, H<sub>2</sub>S.

SCHEDULE C: F-1 DOCK FACILITY- VESSEL VETTING PROCEDURE

October 25, 2013

## VESSEL VETTING PROCEDURES

General Information: All vessels with intentions to berth at the Tristar Terminals Guam, Inc F-1 Dock Facilities are required to meet the following:

**STEP I:** Vessels Owners or Parties to provide vessel's Q88 to Tristar Terminals Guam Inc. Quality & Planning Manager or designate at least thirty days prior to vessel arrival.

**STEP II:** All vessels calling F-1 Dock must have a current and satisfactory SIRE report.

**STEP III:** All vessels must in all respect comply with United States Coast Guard Regulations and Local Laws.

**STEP IV:** All vessels arrival conditions must be within the following F-1 Dock berthing restrictions:

<b>Maximum LOA</b>	<b>259 meters</b>
<b>Maximum breadth</b>	<b>45 meters</b>
<b>Maximum vessel draft alongside</b>	<b>16.4592 meters</b>
<b>Maximum Displacement</b>	<b>108,840 metric tons</b>
<b>Maximum Freeboard</b>	<b>23 meters</b>

**STEP V:** Upon receipts of vessel's nomination with all required documents, Tristar Terminals Guam Inc (Quality & Planning Manager or Designate) to reply within three working days if vessel rating:

1. CLEARED – MEANING “SUITABLE”
2. NOT CLEARED – MEANING “UN-SUITABLE”

**Invitation For Multi-Step Bid**

**No. GPA-040-23**

**BULK SUPPLY OF DIESEL FUEL OIL NO.2**



**Volume III**

**APPENDICES**

## **APPENDIX A**

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# **Proposal Checklists**



**DOCUMENT SUBMISSION CHECKLIST****PROPOSAL SUBMITTAL CHECKLIST<sup>1</sup>**

	<b>ITEM</b>	<b>QUANTITY (ORIGINALS)</b>	<b>QUANTITY (COPIES)</b>	<b>GPA INITIAL</b>
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 & 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 Section 5 of the ISA (Iran Sanction Act) other United States Government-Sanctioned Entities	_____	_____	_____
	3.9. Declaration of Compliance with US DOL's Wage Determination	_____	_____	_____
	3.10. Restriction Against Sex Offenders	_____	_____	_____
	3.11. Bid Bond Form	_____	_____	_____
	3.12. Local Procurement Preference Application	_____	_____	_____
	3.13. Business License	_____	_____	_____
	3.14. Contingent Fees Affidavit	_____	_____	_____

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



## **APPENDIX B**

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# **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  
 \_\_\_\_\_,  
 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 \_\_\_\_\_,  
 2013, entered into a **CONTRACT FOR THE BULK SUPPLY OF DIESEL FUEL OIL  
 NO.2** with the **GUAM POWER AUTHORITY** through midnight of \_\_\_\_\_, 20\_\_\_\_,  
 with the **AUTHORITY**'s option to extend the **CONTRACT** for an additional three-year term  
 beginning \_\_\_\_\_, 20\_\_\_\_, in accordance with forms and specifications prepared by the  
**GUAM POWER AUTHORITY** which **CONTRACT** is by reference made a part hereof,  
 and is hereinafter referred to as the "**CONTRACT**".

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

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

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Principal) (Seal)

(Witness) \_\_\_\_\_  
(Bonding Company)

(Title) \_\_\_\_\_  
(Title)

(Witness) By: \_\_\_\_\_  
(Attorney-In-Fact)

**APPENDIX C**

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**Ownership & Interest Disclosure Affidavit**



# GUAM POWER AUTHORITY

ATURIDĀT ILEKTRESEDĀT GUĀHAN  
P.O.BOX 2977 • HAGĀTÑA, GUAM U.S.A. 96932-2977

## SPECIAL PROVISION FOR OWNERSHIP 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 &amp; Position</u>	<u>Street Address (Principal Place of Business)</u>	<u>Contact Information</u>
_____	_____	_____
_____	_____	_____

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

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

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

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

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

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

Further, affiant sayeth naught.

Date: \_\_\_\_\_

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

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

Notary Public \_\_\_\_\_

In and for the Territory of Guam

My Commission expires \_\_\_\_\_.



**APPENDIX D**

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**Non-collusion Affidavit**

NON-COLLUSION AFFIDAVIT

Guam )  
 )ss:  
Hagatna )

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

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

\_\_\_\_\_  
(Declarant)

SUBSCRIBED AND SWORN to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

)Seal(

\_\_\_\_\_  
Notary Public

**APPENDIX E**

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**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 \_\_\_\_\_, 2023.

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

**APPENDIX F**

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**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 \_\_\_\_\_, 2023.

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

**APPENDIX G**

---

**DECLARATION OF COMPLIANCE  
WITH THE IRAN SANCTION ACT  
(ISA) AND OTHER UNITED STATES  
GOVERNMENT-SANCTIONED  
ENTITIES**

**(Proponent to provide affidavit)**





**APPENDIX H**

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**DECLARATION OF COMPLIANCE WITH U.S.  
DOL 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 \_\_\_\_\_, 2023.

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

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2015-5693 Revision No.: 18 Date Of Last Revision: 12/27/2022
Daniel W. Simms Director	Division of Wage Determinations

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
---	--

GDOL guidance indicates that E.O. 14026 does NOT apply to Government of Guam Service Contracts.

See our website for more information.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
 Northern Marianas Statewide  
 Wake Island Statewide

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.66***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.53***
01051 - Data Entry Operator I		12.15***
01052 - Data Entry Operator II		13.25***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.08***
01112 - General Clerk II		12.09***
01113 - General Clerk III		13.57***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85

01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.43
01420 - Survey Worker	16.96
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.01***
01532 - Travel Clerk II	14.12***
01533 - Travel Clerk III	15.09***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.01
05010 - Automotive Electrician	15.97***
05040 - Automotive Glass Installer	14.94***
05070 - Automotive Worker	14.94***
05110 - Mobile Equipment Servicer	12.82***
05130 - Motor Equipment Metal Mechanic	17.01
05160 - Motor Equipment Metal Worker	14.94***
05190 - Motor Vehicle Mechanic	17.01
05220 - Motor Vehicle Mechanic Helper	11.73***
05250 - Motor Vehicle Upholstery Worker	13.90***
05280 - Motor Vehicle Wrecker	14.94***
05310 - Painter, Automotive	15.97***
05340 - Radiator Repair Specialist	14.94***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.01
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.89***
07041 - Cook I	14.44***
07042 - Cook II	16.84
07070 - Dishwasher	9.35***
07130 - Food Service Worker	9.69***
07210 - Meat Cutter	12.13***
07260 - Waiter/Waitress	9.45***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95***
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27***
09110 - Furniture Repairer, Minor	15.70***
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.35***
11060 - Elevator Operator	9.54***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	9.54***
11150 - Janitor	9.54***
11210 - Laborer, Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.39***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	10.66***
12000 - Health Occupations	
12010 - Ambulance Driver	18.23
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01
12015 - Certified Physical Therapist Assistant	25.01

12020 - Dental Assistant		17.94
12025 - Dental Hygienist		39.73
12030 - EKG Technician		27.43
12035 - Electroneurodiagnostic Technologist		27.43
12040 - Emergency Medical Technician		18.23
12071 - Licensed Practical Nurse I		16.30
12072 - Licensed Practical Nurse II		18.23
12073 - Licensed Practical Nurse III		20.32
12100 - Medical Assistant		12.26***
12130 - Medical Laboratory Technician		18.82
12160 - Medical Record Clerk		14.97***
12190 - Medical Record Technician		17.77
12195 - Medical Transcriptionist		16.30
12210 - Nuclear Medicine Technologist		40.06
12221 - Nursing Assistant I		12.21***
12222 - Nursing Assistant II		13.73***
12223 - Nursing Assistant III		14.98***
12224 - Nursing Assistant IV		16.82
12235 - Optical Dispenser		18.23
12236 - Optical Technician		16.30
12250 - Pharmacy Technician		15.49***
12280 - Phlebotomist		16.30
12305 - Radiologic Technologist		27.43
12311 - Registered Nurse I		23.18
12312 - Registered Nurse II		28.36
12313 - Registered Nurse II, Specialist		28.36
12314 - Registered Nurse III		34.32
12315 - Registered Nurse III, Anesthetist		34.32
12316 - Registered Nurse IV		41.13
12317 - Scheduler (Drug and Alcohol Testing)		22.58
12320 - Substance Abuse Treatment Counselor		22.58
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		21.42
13012 - Exhibits Specialist II		26.53
13013 - Exhibits Specialist III		32.45
13041 - Illustrator I		21.42
13042 - Illustrator II		26.53
13043 - Illustrator III		32.45
13047 - Librarian		29.38
13050 - Library Aide/Clerk		17.05
13054 - Library Information Technology Systems Administrator		26.53
13058 - Library Technician		18.11
13061 - Media Specialist I		19.15
13062 - Media Specialist II		21.42
13063 - Media Specialist III		23.87
13071 - Photographer I		19.15
13072 - Photographer II		21.42
13073 - Photographer III		26.53
13074 - Photographer IV		32.45
13075 - Photographer V		39.27
13090 - Technical Order Library Clerk		21.42
13110 - Video Teleconference Technician		19.15
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.71***
14042 - Computer Operator II		17.22
14043 - Computer Operator III		19.19
14044 - Computer Operator IV		21.33
14045 - Computer Operator V		23.62
14071 - Computer Programmer I	(see 1)	15.73***
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	

14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71***
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		27.61
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.91
15086 - Maintenance Test Pilot, Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
15090 - Technical Instructor		17.67
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor		15.70***
15120 - Tutor		15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37***
16030 - Counter Attendant		10.37***
16040 - Dry Cleaner		11.84***
16070 - Finisher, Flatwork, Machine		10.37***
16090 - Presser, Hand		10.37***
16110 - Presser, Machine, Drycleaning		10.37***
16130 - Presser, Machine, Shirts		10.37***
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37***
16190 - Sewing Machine Operator		12.34***
16220 - Tailor		12.83***
16250 - Washer, Machine		10.86***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.46
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.96***
21030 - Material Coordinator		22.97
21040 - Material Expediter		22.97
21050 - Material Handling Laborer		11.43***
21071 - Order Filler		10.62***
21080 - Production Line Worker (Food Processing)		13.96***
21110 - Shipping Packer		17.12
21130 - Shipping/Receiving Clerk		17.12
21140 - Store Worker I		15.38***
21150 - Stock Clerk		21.62
21210 - Tools And Parts Attendant		13.96***
21410 - Warehouse Specialist		13.96***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.04
23019 - Aircraft Logs and Records Technician		19.47
23021 - Aircraft Mechanic I		23.84
23022 - Aircraft Mechanic II		25.04
23023 - Aircraft Mechanic III		26.30
23040 - Aircraft Mechanic Helper		16.58
23050 - Aircraft, Painter		22.39
23060 - Aircraft Servicer		19.47
23070 - Aircraft Survival Flight Equipment Technician		22.39
23080 - Aircraft Worker		21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.84
23110 - Appliance Mechanic		19.46
23120 - Bicycle Repairer		15.61***
23125 - Cable Splicer		21.55

23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.20
23160 - Electrician, Maintenance	18.21
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.61***
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61***
23370 - General Maintenance Worker	13.21***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61***
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.88
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	19.02
23430 - Heavy Equipment Mechanic	19.50
23440 - Heavy Equipment Operator	17.98
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	11.43***
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist, Maintenance	20.72
23580 - Maintenance Trades Helper	10.99***
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	15.49***
23790 - Pipefitter, Maintenance	18.39
23810 - Plumber, Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker, Maintenance	17.77
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.76
23932 - Telecommunications Mechanic II	21.01
23950 - Telephone Lineman	18.75
23960 - Welder, Combination, Maintenance	18.31
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61***
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01***
24570 - Child Care Attendant	10.09***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	15.01***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89

27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	13.26***
27010 - Court Security Officer	13.26***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	13.26***
27070 - Firefighter	13.26***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	13.26***
27132 - Police Officer II	14.74***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***
28043 - Carnival Worker	9.78***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.33
30023 - Archeological Technician III	25.19
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	27.89
30052 - Cryogenic Technician II	30.80
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.33
30063 - Drafter/CAD Operator III	22.66
30064 - Drafter/CAD Operator IV	27.89
30081 - Engineering Technician I	16.19***
30082 - Engineering Technician II	18.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.80
30086 - Engineering Technician VI	37.27
30090 - Environmental Technician	25.19
30095 - Evidence Control Specialist	25.19
30210 - Laboratory Technician	22.66
30221 - Latent Fingerprint Technician I	27.89
30222 - Latent Fingerprint Technician II	30.80
30240 - Mathematical Technician	25.19
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	30.80
30390 - Photo-Optics Technician	24.12
30395 - Radiation Control Technician	30.80
30461 - Technical Writer I	25.19
30462 - Technical Writer II	30.80



30463 - Technical Writer III	37.27
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.89
30502 - Weather Forecaster II	33.93
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.66
30621 - Weather Observer, Senior	(see 2) 25.19
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	8.97***
31030 - Bus Driver	11.73***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***
31363 - Truckdriver, Heavy	16.10***
31364 - Truckdriver, Tractor-Trailer	16.10***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	9.63***
99050 - Desk Clerk	9.70***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	23.62
99252 - Laboratory Animal Caretaker II	25.80
99260 - Marketing Analyst	21.54
99310 - Mortician	26.22
99410 - Pest Controller	14.61***
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	10.15***
99820 - School Crossing Guard	17.45
99830 - Survey Party Chief	23.79
99831 - Surveying Aide	13.53***
99832 - Surveying Technician	17.58
99840 - Vending Machine Attendant	23.62
99841 - Vending Machine Repairer	30.08
99842 - Vending Machine Repairer Helper	23.62

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month\*

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

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

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

## **APPENDIX I**

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

**SPECIAL PROVISIONS**

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

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

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

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

\_\_\_\_\_  
Signature of Bidder      Date

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**APPENDIX J**

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**BID BOND FORM AND INSTRUCTIONS**



# GUAM POWER AUTHORITY

ATURIDĀT ILEKTRESEDĀT GUĀHAN  
P.O.BOX 2977 • HAGĀTÑA, GUAM U.S.A. 96932-2977

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

Lourdes A. Leon Guerrero  
I Maga 'håga

Joshua F. Tenorio  
I Sigundo Maga 'låhi

## BID BOND

NO.: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as

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

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

\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall  
enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or  
bonds as 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 \_\_\_\_\_ 2023.

\_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)



**SEE INSTRUCTIONS FOR SUPPORTING DOCUMENTS REQUIRED.****INSTRUCTION TO PROVIDERS:**

NOTICE to all Insurance and Bonding Institutions:

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

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

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

The following reference links below are for reference:

[https://www.govguamdocs.com/revtax/docs/SwornAnnualReport\\_LLC\\_0609.pdf](https://www.govguamdocs.com/revtax/docs/SwornAnnualReport_LLC_0609.pdf)

[https://www.govguamdocs.com/revtax/docs/SwornAnnualReport\\_Corporations.pdf](https://www.govguamdocs.com/revtax/docs/SwornAnnualReport_Corporations.pdf)

[https://www.govguamdocs.com/revtax/docs/Renewal\\_LLP\\_Registration\\_r1106.pdf](https://www.govguamdocs.com/revtax/docs/Renewal_LLP_Registration_r1106.pdf)

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

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

**APPENDIX K**

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**LOCAL PROCUREMENT  
PREFERENCE APPLICATION**



Lourdes A. Leon Guerrero
I Maga 'håga

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

Joshua F. Tenorio
I Sigundo Maga 'låhi

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 bona fide manufacturing business that adds at least twenty-five percent (25%) of the value of an item...
( ) (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 bona fide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or One Hundred Fifty Thousand Dollars (\$150,000.0) whichever is less, of supplies and items of a similar nature to those being sought; or
( ) \*(d) A service actually in business, doing a substantial business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or national of the United States, or persons who lawfully admitted to the United States to work, based on their citizenship in any of the nations previously comprising the Trust Territory of the Pacific Islands.

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

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

Bidder Representative Signature

Date

NOTE:

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

**APPENDIX L**

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**BIDDER'S PROPOSAL  
COVER PAGE**

**[BIDDER NAME]**

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

**Multi-Step Bid GPA-040-23 BULK SUPPLY OF DIESEL FUEL OIL NO. 2**

Signature and Title of Person  
Authorized to Sign this Bid:

DATE:

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Name and Address of BIDDER;

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**APPENDIX M**

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**CONTINGENT FEES**

**CONTINGENT FEES AFFIDAVIT**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

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

1. The name of the offering company or individual is [state name of company]

\_\_\_\_\_.

2. As a part of the offering company’s bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company’s bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of  
 of  
 the offeror’s officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires \_\_\_\_\_.

## Invitation For Multi-Step Bid

**GPA-040-23**

**Bulk Supply of Diesel Fuel Oil No.2**



**STEP 1**

**Qualitative/Technical Proposal Scoresheet**



## QUALITATIVE / TECHNICAL PROPOSAL INSTRUCTIONS

### IFB GPA-40-23: Bulk Supply of Diesel Fuel Oil No. 2

**Tasks: Replace this Text with Bidder's Name.**

#### INSTRUCTIONS

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

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

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

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

**This Task is for PROPONENT to Complete**

**Task 1** BIDDER shall complete *Part 1 - Checklist Item References*. Information on this sheet will be used by GPA Evaluators in referring to BIDDER's qualitative proposal 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 supporting document for the checklist item - GPA Evaluators then score this item as "0".

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

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

#### Step Directions

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

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

#### Step Directions

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

## Qualitative Proposal Scoring: Proposal Scoring Information

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

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

## RATINGS GUIDE:

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

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

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

0 - No substantial relevant experience.

**Qualitative Proposal Scoring: 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	<b>Business Structure and Business Approach</b> 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	<b>Experience and Qualification</b> Supporting information showing extensive and reliable experience in the oil market as suppliers and/or traders. Information should include, at least, the following: <ul style="list-style-type: none"> <li>• Successful completion or on-going contracts for the bulk supply of Diesel Fuel Oil No. 2, within the last five (5) years. Contracts must be for a total annual delivered fuel quantity of at least 200,000 Barrels.</li> <li>• Documentation illustrating experience in the oil market, and the responsibilities involved.</li> </ul> Supporting information outlining and/or illustrating past and current successful experience in the supply of Diesel Fuel Oil No. 2 in petroleum tanker operations. Experience with Fuel Supply Storage and Audit. Experience with Fuel Handling, Ship-to-shore transfer of bulk petroleum products, and pipeline product custody transfer. Documentary evidence (a written statement) of conformity with the Quality Specifications set in Volume II-Section 10 for the types of fuel to be supplied.	
3	<b>Organizational Structure and Qualifications</b> Organizational structure including names and designations of personnel to be assigned of this contract, including a brief description of the qualifications and responsibilities of each personnel. BIDDER's (and affiliates') qualifications in the performance of the requirements of this contract.	
4	<b>Financial Information Checklist</b> Brief description of company's financial position and capability. Latest 10-k/Annual Report plus any 10-Qs/quarterly report issued subsequently Financial Ratio	
5	<b>Insurance Policy</b> Provide a copy of your Insurance Policy for GPA's review, and proof of compliance with OPA 90 Insurance Requirements.	
6	<b>Local, Federal and Regulatory Compliance</b> Supporting documents showing knowledge and experience in complying with local regulations, federal regulations and other applicable laws on Guam.	
7	<b>Letter of Commitment</b> An authenticated letter of commitment from the CONTRACTOR's fuel supplier, vessel charterer, storage facility and others, which demonstrates its capability in providing uninterrupted supply of fuel for GPA. At a minimum, the Letter of Commitment from the issuing organization shall include the following: - Official letterhead of the organization - A clear statement of work, including the names of key personnel. - Explicit assurance of commitment - The signature of a person appropriately authorized to make commitments and assurances on behalf of the organization. - Company seal	
8	<b>Client References</b> At least three (3) client references for similar or larger contracts shall be submitted by the BIDDERS (include the Client Name, Position, Company and copies of contracts with the BIDDERS or AFFILIATES). At least three (3) client reference letters describing relationship with Bidder, and Bidder's contract performance.	
9	<b>Mobilization Capability Checklist</b> Proof Of Capability To Mobilize Full Support Services No Later Than 30 days after contract signing	

**Qualitative Proposal Scoring: Qualitative Evaluation Worksheet**

**BID EVALUATOR :**

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

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

**A. BIDDER Qualifying Score**

**B. Compliance with quality specifications set in Volume II Section 10.**

(Yes = 1 ; No = 0)

Bidders shall provide Documentary Evidence (a written statement) of conformity with all of the Quality Specifications set in Volume II Section 10 & Schedule A for the types of fuel to be supplied.

**C. No exceptions, addendums to contract requirements**

(Yes = 1 ; No = 0)

**FINAL QUALIFICATIONS SCORE (A x B x C)**

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

RATINGS GUIDE:

- 5 - Excellent and plentiful relevant qualifications and project experience. Very highest client references.
- 3 - Average relevant qualifications and project experience. Average client references.
- 1 - Poor relevant qualifications and few relevant projects. Fair Client references.
- 0 - No substantial relevant experience.

## Invitation For Multi-Step Bid

**GPA-040-23**

**Bulk Supply of Diesel Fuel Oil No.2**



**STEP 2**

**PRICE PROSPOSAL**

**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

**MS IFB GPA-040-23: BULK SUPPLY OF DIESEL FUEL OIL NO. 2****BID PRICE PROPOSAL:**

<b>BULK SUPPLY OF DIESEL FUEL OIL NO. 2</b>	<b>3-year Base Period</b>			<b>2-Year Extension Options</b>	
	<b>1<sup>st</sup> year (in 3 decimals)</b>	<b>2<sup>nd</sup> year (in 3 decimals)</b>	<b>3<sup>rd</sup> year (in 3 decimals)</b>	<b>1<sup>st</sup> yr Extn (in 3 decimals)</b>	<b>2<sup>nd</sup> yr Extn (in 3 decimals)</b>
<b>FIXED PREMIUM FEE, (US\$/BBL)</b>					

I hereby certify that the price submitted was independently arrived at without collusion.

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 **no less than One Hundred Fifty Thousand Dollars (US \$150,000.00)**. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier’s check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) **Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.**
- [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 **no less than FIFTEEN PERCENT (15%) of the Annual Contract Value** as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence

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

- [X] 13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 15. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
- [X] 17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
  - b) The ability, capacity, and skill of the Bidder to perform.
  - c) Whether the Bidder can perform promptly or within the specified time.
  - d) The quality of performance of the Bidder with regards to awards previously made to him.
  - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
  - f) The sufficiency of the financial resources and ability of the Bidder to perform.
  - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
  - h) **The compliance with all of the conditions to the Solicitation.**
- [X] 18. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
- [ ] 19. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but nor restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [ ] 20. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [ ] 21. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [ ] 22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 23. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).



- [ ] 24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief 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. **PAYMENT TERMS:** NET THIRTY (30) DAYS after receipt of ORIGINAL invoice for goods and/or services rendered.
  
- [X] 42. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).
  
- [X] 43. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
  
- [X] 44. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

## GOVERNMENT OF GUAM

**SEALED BID SOLICITATION INSTRUCTIONS**

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

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

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

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

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

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

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

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