



GUAM POWER AUTHORITY

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

May 20, 2024

AMENDMENT NO.: II

TO

INVITATION FOR MULTI-STEP BID NO.: GPA-050-24

FOR

SUPPLY OF DIESEL FUEL OIL NO. 2 TO VARIOUS GPA PLANT SITE LOCATIONS

Prospective Bidders are hereby notified of the following changes and response to inquiries received from Bidder No.: 1 dated May 02, 2024, May 03, 2024 and Bidder No.: 2 dated May 03, 2024:

CHANGES:

1. *REMOVE* Page 59 of 141 and *REPLACE with* Page 59a of 141 (see attached):

Under VOLUME II – CONTRACT, SECTION 24. INDEMNITY, delete entire verbiage and replace with:

“CONTRACTOR shall indemnify and hold GPA harmless from all damages to persons or property or to receiving facilities and delivery facilities, regardless of ownership, including the cost of enforcement of the indemnity, actually and proximately caused by CONTRACTOR or its agents in making deliveries hereunder. CONTRACTOR shall be responsible for cleaning up any oil spillage caused by it or its agent or CONTRACTORS during the process of oil delivery. CONTRACTOR shall carry at all times appropriate levels of insurance as determined by GPA to cover any such damage.”

2. *REMOVE* Page 78 of 141 and *REPLACE with* Page 78a of 141 (see attached):

Under VOLUME II – CONTRACT, SCHEDULE B ESTIMATED ANNUAL FUEL OIL REQUIREMENTS, delete entire verbiage and replace with:

“This information is provided as reference material only. Although every attempt has been made to ensure its accuracy, GPA makes no guarantees that these projected quantities will be achieved but they may be exceeded. GPA expressly disclaims any liability whatsoever arising from reliance or non-reliance of the data forecast provided.”

SITE LOCATION 1	CY 2025 Gallons	CY 2026 Gallons	CY 2027 Gallons
Yigo CT	3,000,000-5,000,000	500,000-1,500,000	500,000-1,500,000
Yigo Diesel	9,000,000-12,000,000	500,000-1,500,000	500,000-1,500,000
Total	12,000,000-17,000,000	1,000,000-3,000,000	1,000,000-3,000,000

SITE LOCATION 2	CY 2025 Gallons	CY 2026 Gallons	CY 2027 Gallons
Dededo CT	9,000,000-12,000,000	1,000,000-3,000,000	1,000,000-3,000,000
Macheche CT	3,000,000-7,000,000	500,000-1,500,000	500,000-1,500,000
Total	12,000,000-19,000,000	1,500,000-4,500,000	1,500,000-4,500,000

SITE LOCATION 3	CY 2025 Gallons	CY 2026 Gallons	CY 2027 Gallons
Cabras 1&2	100,000-200,000	100,000-200,000	100,000-200,000
Piti 7	2,000,000-4,000,000	1,000,000-2,000,000	1,000,000-2,000,000
Total	2,100,000-4,200,000	1,100,000-2,200,000	1,100,000-2,200,000

SITE LOCATION 4	CY 2025 Gallons	CY 2026 Gallons	CY 2027 Gallons
Manenggon	100,000-500,000	100,000-300,000	100,000-300,000
Tal ofofo Diesel	500,000-1,000,000	200,000-500,000	200,000-500,000
Total	600,000-1,500,000	300,000-800,000	300,000-800,000

RESPONSES:**Bidder No.: 1 inquiry received 05/02/2024:****QUESTION:**

1. The Commercial Terms and Conditions of GPA Bid No. MS GPA-050-24 (specifically Clause 2.13 found on page 22 of 141) requires a successful bidder to provide a performance bond within 14 days of the GPA Notice of Intent. This appears to be in conflict with Guam Procurement law (5 G.C.A. § 5212) that states no separate performance bond shall be required in a bid and instead a bid bond submitted, that is held until complete delivery by a successful bidder, should be satisfactory to adequately protect a government agency from default. Therefore, can GPA provide reasons as to why a bidder is required to issue both a bid bond and a performance bond in IFB No .MS GPA-050-24? Further, considering the reasons provided are in accordance with Guam Procurement law, would GPA accept a performance bond limited to US\$5M?

ANSWER:

A response shall be forthcoming.

QUESTION:

2. Can GPA confirm if the US\$500K Bid Bond for IFB No. MS GPA-050-24 is to be submitted together with the Technical Proposal or Price Proposal?

ANSWER:

The US\$500K Bid Bond for IFB No. MS GPA-050-24 must be submitted together with the Technical Proposal (Refer to Page 2 of 141, Special Reminders to Prospective Bidders).

QUESTION:

3. As seen in Page 48-49 of 141 of IFB No. MS GPA-050-24, Section 11. Quantity and Quality Insurance, the required Delivery methods under this solicitation are tank truck delivery and pipeline transfers only, and not vessel delivery. Therefore, can GPA confirm whether the requirement under Section 24 (Indemnity) of the proposed Formal Contract (page 59 of 141) – “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)” – is applicable?

ANSWER:

Refer to *CHANGES No. 1* above.

QUESTION:

4. Please provide names of plants that have a pipeline for transferring Diesel Fuel Oil No. 2 primarily from the GPA bulk storage facility(ies).

ANSWER:

Piti 7 is currently connected to the pipeline network for transferring Diesel Fuel Oil No.2 primarily from the GPA bulk storage facility(ies).

QUESTION:

5. What is the primary method of delivery to Piti 7?

ANSWER:

Pipeline transfer from the GPA bulk storage facility(ies) shall be the primary method of delivery to Piti 7. In the event that the pipeline is not available or becomes unavailable for any reason, ULSD shall be delivered by road tankers under this contract.

QUESTION:

6. As seen in Page 48 of 141 of IFB No., MS GPA-050-24, Section 10, Clause a. Delivery by Tanker Truck, please clarify if the clause, “Contractor at its sole expense, shall provide a pump and unload the product from the tanker into the GPA fuel receiving facility” is valid based on the use of GPA supplied pumps to unload project today.

ANSWER:

No change. The GPA pumps at the plants (if in case available and if in working condition) may be utilized by the Contractor. In all other cases and as required under the contract, pump shall be provided by the Contractor.

QUESTION:

7. What is the expected start-up date for the Ukudu power plant, and how long is the start-up phase expected to last before the plant is considered fully operational?

ANSWER:

The Guam Ukudu Plant ("GUP") projected to be commissioned in September 2025.

QUESTION:

8. Can GPA confirm if the Estimated Annual Requirement in Schedule B (Page 78 of 141 of IFB No. MS GPA-050-24), reflects the impact on volume once the Ukudu power plant is fully operational? Providing such information may enable GPA to receive a competitive price offer.

ANSWER:

Refer to *CHANGES No. 2* above.

The Estimated Annual Requirement in Schedule B is prior to the commissioning of the GUP.

QUESTION:

9. As seen in Page 78 of 141 of IFB No. MS GPA-050-24, Schedule B. Estimated Annual Fuel Oil Requirements, would GPA guarantee the minimum contract volumes per Plant Site location? If volumes are not met, may the supplier impose a fee if actual volumes are below the minimum volume threshold? Providing such guarantee may enable GPA to receive a competitive price offer.

ANSWER:

No change.

Refer to *CHANGES No. 2* above.

As stated in Schedule B, "This information is provided as reference material only. Although every attempt has been made to ensure its accuracy, GPA makes no guarantees that these projected quantities will be achieved buy they may be exceeded. GPA expressly disclaims any liability whatsoever arising from reliance or non-reliance of the date forecast provided."

QUESTION:

10. Can GAP confirm whether the contract price may be adjusted for after local or federal taxes (e.g., oil spill/superfund tax) are imposed? Additionally, could GPA confirm if the contract price may be reduced if local or federal taxes are exempted?

ANSWER:

Any additional taxes are subject to the review of GPA and may be adjusted for after local or federal taxes, if applicable, and provided it took into effect after the bid price submittal date.

QUESTION:

11. Would GPA consider changing the MOPS window from the prior month average to the current whole month average?

ANSWER:

No changes.

QUESTION:

12. Is GPA open to considering proposals that include a floating freight formula? This may enable GPA to pay less when freight prices decrease.

ANSWER:

No changes.

QUESTION:

13. Would GPA accept changing the Fatty Acid Methyl Ester (FAME) specification from a maximum of 0.1% Vol% to "Report"?

ANSWER:

No changes.

Bidder No.: 2 inquiry received 05/03/2024:

QUESTION:

1. Please provide historical ULSD monthly consumption for the past 3 calendar years.

ANSWER:

Historical Consumption	Gals	Gals	Gals	Gals	Gals	Gals	Gals	Gals	Gals	Gals	Gals	Gals	Gals
CY 2023	TOTAL	Dec-23	Nov-23	Oct-23	Sep-23	Aug-23	Jul-23	Jun-23	May-23	Apr-23	Mar-23	Feb-23	Jan-23
Yigo CT	3,232,537	0	0	0	0	0	0	0	411,971	583,871	765,308	661,558	809,829
Yigo Diesel	4,800,124	657,376	275,446	381,930	436,400	434,877	463,438	655,366	74,988	91,066	368,083	314,064	647,040
Pti 7	15,932,665	2,110,541	795,091	1,315,450	1,450,721	1,338,066	1,402,842	1,255,875	1,147,065	1,190,299	1,431,570	1,162,419	1,332,727
Dededo CT #1	7,600,367	1,241,518	636,666	604,862	613,410	714,022	374,168	1,023,293	702,412	494,256	545,075	329,929	320,766
Dededo CT #2	7,318,543	1,056,602	495,490	561,112	798,126	620,626	643,569	957,717	567,003	430,296	481,190	308,262	398,551
Macheche CT	5,673,753	1,259,989	589,957	670,032	621,529	724,054	581,230	739,245	155,249	100,768	195,699	21,477	14,523
Cabras 1 & 2	194,021	51,009	5,484	45,526	15,388	6,856	12,779	16,006	4,045	20,536	6,113	10,279	0
MDI Dsl	555,257	111,342	26,376	84,986	93,953	52,263	34,683	109,483	22,823	8,901	10,467	0	0
Talofoto 10MW	509,181	69,307	31,334	37,973	56,570	36,034	65,777	171,719	18,204	9,149	12,792	0	322

CY 2022	TOTAL	Dec-22	Nov-22	Oct-22	Sep-22	Aug-22	Jul-22	Jun-22	May-22	Apr-22	Mar-22	Feb-22	Jan-22
Yigo CT	8,330,556	460,368	553,619	517,406	555,972	805,098	549,137	435,925	951,883	920,407	1,015,576	890,050	675,116
Yigo Diesel	5,070,985	497,435	594,457	338,654	532,086	601,052	789,675	795,372	685,197	79,361	98,874	45,263	13,560
Dededo CT #1	5,195,027	101,486	158,752	108,764	196,055	646,594	327,876	380,783	927,190	565,811	858,509	683,996	239,221
Dededo CT #2	5,994,464	148,952	213,069	136,636	331,624	708,448	405,069	399,487	856,904	664,322	910,728	763,986	455,241
Macheche CT	3,331,779	8,744	43,803	63,071	27,553	416,994	63,872	63,200	340,407	771,484	907,833	587,640	37,177
MDI Dsl	218,292	0	26,470	14,760	3,101	43,786	1,142	5,296	18,004	15,094	79,608	11,030	0
Talofoto 10MW	412,572	0	23,781	15,580	30,469	46,205	8,565	7,514	98,993	88,273	31,640	28,834	32,718
Cabras 1 & 2	67,192	196	5,184	3,365	0	4,739	1,371	16,720	11,157	14,159	196	3,380	6,725
Pti 7	15,277,248	535,567	930,041	1,195,223	874,278	1,607,851	1,383,125	1,346,287	1,731,673	1,637,466	1,679,883	1,445,393	910,461

CY 2021	TOTAL	Dec-21	Nov-21	Oct-21	Sep-21	Aug-21	Jul-21	Jun-21	May-21	Apr-21	Mar-21	Feb-21	Jan-21
Yigo CT	4,330,669	567,320	744,431	524,045	622,781	213,739	0	0	331,971	621,584	345,570	351,456	7,772
Yigo Diesel	4,047,346	790,644	231,223	76,563	117,338	25,893	66,293	129,697	152,118	74,154	854,561	895,367	633,495
Dededo CT #1	2,934,645	201,641	329,288	188,317	143,671	149,643	285,230	569,458	390,920	319,376	269,952	85,406	1,745
Dededo CT #2	3,786,384	492,706	498,422	210,731	148,947	170,951	289,328	619,569	571,198	384,237	283,069	116,110	1,117
Macheche CT	5,954,047	160,379	35,576	121,026	443,505	602,936	661,471	893,507	874,443	684,737	724,622	435,543	316,301
MDI Dsl	19,919	1,582	0	0	0	1,434	0	187	9,721	1,685	3,589	0	1,711
Talofoto 10MW	632,622	29,533	6,141	0	26,886	28,064	29,859	218,956	162,567	25,707	92,835	12,074	0
Cabras 1 & 2	49,702	3,427	2,742	1,899	13,733	140	2,080	5,484	2,880	4,288	6,952	5,581	496
Pti 7 (IPP)	10,063,202	1,415,865	1,616,166	805,907	180,950	650,601	905,306	1,522,434	916,567	634,281	943,719	375,652	95,754

QUESTION:

2. Please confirm that product receiving pumps are available at each receiving facility:
 - a. Yigo CT*
 - b. Yigo Diesel*
 - c. Dededo CT*
 - d. Macheche CT*
 - e. Cabras 1&2
 - f. Piti 7*
 - g. Manenggon
 - h. Talofoyo

ANSWER:

The sites marked with an asterisk (*) currently have transfer pumps. The GPA pumps at the plants (if in case available and in working condition) may be utilized by the Contractor. In all other cases and as required under the contract, pump(s) shall be provided by the Contractor.

Amendment I to the solicitation issued on May 7, 20204 re-scheduled the site visit for May 9, 2024 to give the proponents the opportunity to assess the site facilities to include the transfer pumps.

QUESTION:

3. Please provide the maintenance schedule for each facility for the contract period:
 - a. Yigo CT
 - b. Yigo Diesel
 - c. Dededo CT
 - d. Macheche CT Cabras 1&2
 - e. Piti 7
 - f. Manenggon
 - g. Talofoyo

ANSWER:

The maintenance schedule is as follows:

MAINTENANCE SCHEDULE as of 4/25/2024

CY 2024	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Yigo CT					20-31	1-2	15-16		16-18		18-20	
Yigo Diesel												
Dededo CT #1						3-5	23-31	1-2				
Dededo CT #2					6-14	6-7	17-22	28-30				
Macheche CT							8-9		23-25			3-31
Cabras 1											21-30	1-2
Cabras 2										1-5		
Piti 7					1-4		11-13		26-28			
Manenngon					15-30	1-30	1-2					
Talofoto												

CY 2025	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
Yigo CT		10-12			19-21					13-14		
Yigo Diesel												
Dededo CT #1												
Dededo CT #2												
Macheche CT	1-24				26-28					6-8		
Cabras 1								17-30				
Cabras 2		22-28	1-14							26-31	1-8	
Piti 7		15-17			29-31				12-14			13-15
Manenngon												
Talofoto												

CY 2026	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26
Yigo CT			2-4				13-15				30	1-2
Yigo Diesel												
Dededo CT #1												
Dededo CT #2												
Macheche CT							6-8				23-25	
Cabras 1	4-17				3-15					4-17		
Cabras 2			15-28				26-31	1-8				
Piti 7			11-13			12-14			11-13			11-13
Manenngon												
Talofoto												

Maintenance schedules are subject to change and will be updated periodically and may be shared to the Contractor for fuel delivery planning purposes.

QUESTION:

4. Please provide the maintenance schedule for MEC 8 & 9 during the contract period.

ANSWER:

The maintenance schedule is as follows:

MAINTENANCE SCHEDULE as of 4/25/2024

CY 2024	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Pti 8 (IPP)						12-13			4-5	15-17		
Pti 9 (IPP)							5-6		11-12		13-15	

CY 2025	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
Pti 8 (IPP)	8-10		17-18		7-8		9-10		10-11		12-14	
Pti 9 (IPP)	15-17		19-20		14-15		15-16		16-30	1-5		10-12

CY 2026	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26
Pti 8 (IPP)	21-22			1-2		3-4		12-13		21-22		
Pti 9 (IPP)		4-5		8-9		10-11		19-20		28-29		

Maintenance schedules are subject to change and will be updated periodically and may be shared to the Contractor for fuel delivery planning purposes.

QUESTION:

5. When is the Okkudo Power Plant expected to be commission and online?

ANSWER:

If referring to the Guam Ukudu Plant (“GUP”), it is projected to be commissioned in September 2025.

QUESTION:

6. Once the Okkudo Power Plant is commissioned and online, what impact will this have to the estimated annual fuel oil requirements indicated in Volume II, Schedule B of MS IFB GPA-050-24?

ANSWER:

The projected fuel consumption for the plants listed in Schedule B may decrease once the GUP is online.

Refer to *CHANGES No. 2* above.

QUESTION:

7. In recent newsletter by GPA, it states that GPA has plans to bring Tenjo and Manenggon Diesels back online. What impact will this have to the estimated annual fuel oil requirements indicated in Volume II, Schedule B of the MS IFB GPA-050-24?

ANSWER:

The projected fuel consumption for the plants listed in Schedule B may be reduced.

Refer to *CHANGES No. 2* above.

Bidder No.: 1 inquiry received 05/03/2024:




QUESTION:

1. Seeking approval to visit select GPA locations to conduct full site delivery assessments based on IFB No, MS GPA-050-24.

ANSWER:

Amendment I to the solicitation issued on May 7, 2024 re-scheduled the site visit for May 9, 2024 to give the proponents the opportunity to conduct full site delivery assessments based on IFB No. MS GPA-050-24.

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


BEATRICE "TRICEE" P. LIMTIACO
General Manager (A)  

The **CONTRACTOR** shall provide a copy of their Insurance Policy to **GPA** as part of the bid requirements. All updates or revisions after contract commencement shall also be forwarded to **GPA**.

G. SUBCONTRACTOR'S INSURANCE:

The **CONTRACTOR** shall require each of his Subcontractors to take out and maintain during the life of his Subcontract, the same insurance coverage required of the **CONTRACTOR** under Paragraphs A, B, C, D, and E above, including the extensions of coverage required under Paragraph B., Subparagraph 2, above. Each Subcontractor shall furnish to the **CONTRACTOR** two (2) copies of a Certificate of Insurance and such certificate shall contain the same information required in Paragraph B. above. The **CONTRACTOR** shall furnish one (1) copy of the certificate to **GPA**.

H. INSURANCE COMPANY AND AGENT:

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

*** SECTION 24. INDEMNITY**

CONTRACTOR shall indemnify and hold **GPA** harmless from all damages to persons or property or to receiving facilities and delivery facilities, regardless of ownership, including the cost of enforcement of the indemnity, actually and proximately caused by **CONTRACTOR** or its agents in making deliveries hereunder. **CONTRACTOR** shall be responsible for cleaning up any oil spillage caused by it or its agent or **CONTRACTORS** during the process of oil delivery. **CONTRACTOR** shall carry at all times appropriate levels of insurance as determined by **GPA** to cover any such damage.

SECTION 25. TRANSPORTATION

CONTRACTOR shall arrange for the transportation of the Fuel Oil to the GPA storage facilities. All risk of loss, cost and liabilities prior to the time of passage of title of the Fuel Oil shall be on the **CONTRACTOR**.

SCHEDULE B: ESTIMATED ANNUAL FUEL OIL REQUIREMENTS

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

SITE LOCATION 1	CY 2025 Gallons	CY 2026 Gallons	CY 2027 Gallons
Yigo CT	3,000,000-5,000,000	500,000-1,500,000	500,000-1,500,000
Yigo Diesel	9,000,000-17,000,000	500,000-1,500,000	500,000-1,500,000
Total	12,000,000-17,000,000	1,000,000-3,000,000	1,000,000-3,000,000

SITE LOCATION 2	CY 2025 Gallons	CY 2026 Gallons	CY 2027 Gallons
Dededo CT	9,000,000-12,000,000	1,000,000-3,000,000	1,000,000-3,000,000
Macheche CT	3,000,000-7,000,000	500,000-1,500,000	500,000-1,500,000
Total	12,000,000-19,000,000	1,500,000-4,500,000	1,500,000-4,500,000

SITE LOCATION 3	CY 2025 Gallons	CY 2026 Gallons	CY 2027 Gallons
Cabras 1&2	100,000-200,000	100,000-200,000	100,000-200,000
Piti 7	2,000,000-4,000,000	1,000,000-2,000,000	1,000,000-2,000,000
Total	2,100,000-4,200,000	1,100,000-2,200,000	1,100,000-2,200,000

SITE LOCATION 4	CY 2025 Gallons	CY 2026 Gallons	CY 2027 Gallons
Manenggon	100,000-500,000	100,000-300,000	100,000-300,000
Talofof Diesel	500,000-1,000,000	200,000-500,000	200,000-500,000
Total	600,000-1,500,000	300,000-800,000	300,000-800,000