



GUAM POWER AUTHORITY

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

November 14, 2025

AMENDMENT NO.: IV

TO

INVITATION FOR BID NO.: GPA-001-26

FOR

AUTOMOTIVE ULTRA-LOW SULFUR DIESEL FUEL OIL NO. 2 (ULSD) AND REGULAR UNLEADED AUTOMOTIVE GASOLINE FOR TRANSPORTATION FLEET

Prospective Bidders are hereby notified of the following change and responses to inquiries received from Bidder No. 4 dated October 24, 2025 and Bidder No.6 dated November 03, 2025 and November 04, 2025:

CHANGES:

1. **REMOVE** Page 28 of 78 and **REPLACE** with Page 28a of 78 (see attached):

a. Under **SECTION 2.7: CONTRACT PRICE** the last paragraph has changed

FROM:

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

TO NOW READ:

The invoice price for the fuels (a) and (b), shall be the actual gallons received into GPA's fleet multiplied by the invoice price as calculated and determined on a monthly basis in reference to

- * Platt's Asia-Pacific/Arab. Fuel receipts must be signed by authorized GPA personnel and Service Station Attendant, thereafter be deposited into the designed GPA drop box at the Service Station for collection by duly authorized GPA personnel for verification against submitted invoice.

2. **REMOVE** Page 31 of 78 and **REPLACE** with Page 31a of 78 (see attached):

a. Under **SECTION 2.12: QUANTITY AND QUALITY ASSURANCE**, Paragraph one has changed

FROM:

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

TO NOW READ:

- The CONTRACTOR shall ensure that the "designated Gas Service Stations" metered quantity at the pump, the metering device to be calibrated or had been calibrated at a frequency of twelve
- * (12) months or sooner and to be effected with the presentation of calibration certificate as performed by the third party certifying company. GPA will require submittals by the successful Awardee.

3. **REMOVE** Page 32 of 78 and **REPLACE** with 32a of 78 (see attached):

- a. Under **SECTION 2.16: SPECIFICATIONS** has changed

FROM:

Should GPA wish to alter any of the specifications set out under Section 2, Section 2.1, terms of delivery, for good cause, it shall give written notice to CONTRACTOR within thirty (30) days. If such changes cause an increase or decrease in CONTRACTOR's cost of performance of Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim by CONTRACTOR for adjustment under this section must be asserted in writing within thirty (30) days from the date of receipt by CONTRACTOR of the notification of changed specifications.

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

*** TO NOW READ:**
DELETE

4. **REMOVE** Page 36 of 78 and **REPLACE** with 36a of 78 (see attached):

- a. Under **SECTION 2.25: FAILURE TO SUPPLY** paragraph two has changed

FROM:

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

*** TO NOW READ:**

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

Bidder No.: 4 dated 10/24/2025:

QUESTION:

1. Will the contract be awarded based on the lowest total bid amount for both products combined, or will it be awarded based on the lowest bid amount for each individual product?

ANSWER:

Award shall be based on lowest bid from the responsive and responsible bidder for each individual product.

QUESTION:

2. Reference. Part A - Solicitation. Section 1.7 Award, Letter B (Page 12 of 78) wherein it states, "Bidder is responsible for providing adequate information on operating experience and on financial status (i.e. annual report with audited financial statements) and references for use in evaluating its capabilities." Can we submit our parent company's financial statement?

ANSWER:

Yes

QUESTION:

3. Reference. Part B - Bid Submittal Documents. Section 2.7 Contract Price (Page 28 of 66). Wherein it states, "all invoices submitted must be accompanied by the product delivery receipts signed by the duly authorized personnel", is the POS (point of sales) receipts duly signed by authorized GPA personnel acceptable? In addition, clarify if the POS receipts need to be submitted with the invoice, or will be placed in designated GPA drop boxes at the service station for collection by duly authorized GPA personnel for verification against the submitted invoice. This is the current process we are following for GPA, which was accepted in the previous bid.

ANSWER:

Refer to No. 1a of **CHANGES** above.

QUESTION:

4. Reference. Part B - Bid Submittal Documents. Section 2.11 Product and Quality (Page 29 - 30 of 78). We are submitting the Mobil product data specifications for ULSD and ULP for GPA's review and acceptance. These specifications are consistent with the product standards outlined in the current contract. Please see the attached documents for reference.

ANSWER:

The attached product specification for ULSSS and ULP are acceptable.

QUESTION:

5. Reference. Part B - Bid Submittal Documents. Section 2.12 Quantity and Quality Assurance (Page 31 of 78). Wherein it states, "The Contractor shall ensure that the "designated Gas Service Stations" metered quantity at the pump, the metering device to be calibrated or had been calibrated at a frequency of six (6) months minimum and to be effected with the presentation of calibration certificate as performed by the third party certifying company." The Guam Revenue & Taxation tests for calibration of dispensers on annual basis and issues calibration certification generally once a year. Please confirm if this is an acceptable alternative.

ANSWER:

Refer to No. 2a of **CHANGES** above.

QUESTION:

6. Reference. Part B - Bid Submittal Documents. Section 2.12 Quantity and Quality Assurance (Page 31 of 78). Wherein it states, "the Contractor is required to maintain at its own storage facility, a minimum inventory of 20-days' supply requirement, approximately 20,000 gallons for each fuel grade." Please clarify that such storage facility need not be located at each of the designated service stations, but the said inventory can be stored at a bulk plant in Guam.

ANSWER:

Yes – inventory can be stored at a bulk plant on Guam.

QUESTION:

7. Reference. Part B - Bid Submittal Documents. Section 2.16 Specifications (Page 32 of 78). Please explain the rationale for clause 2.16 of the GPA 001-26 contract. The ability to change specifications seems more appropriate for a lubricant supply agreement for industrial equipment where there might be the possibility to change the equipment necessitating a change in lubricant specification. It does not seem relevant for the purchase of gasoline and diesel at service stations.

ANSWER:

Refer to No. 3a of **CHANGES** above.

QUESTION:

8. Reference. Part B - Bid Submittal Documents. Section 2.24 Indemnity (Page 35 of 78). Requesting to amend this section in the following manner below to put more clarity.

Contractor agrees to save and hold harmless GPA, its board members, officers, agents, representatives, successors and assigns and other governmental agencies (together "GPA Parties") from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents (including subcontractors), servants or employees under this Contract. Notwithstanding anything to the contrary in this Contract, the Contractor shall not be liable to indemnify the GPA Parties to the extent that any claim, loss, or damage arises out of or results from the Indemnified Party's own: (a) Willful misconduct; (b) gross negligence; or (c) breach of applicable law or contractual obligations.

Liability to Third Parties: Each party is fully responsible to third parties for its negligence and strict liability.

Except as provided elsewhere in this Contract, nothing in this Contract is intended to impair a party's contribution and indemnity rights under law with respect to third party claims.

Gross Negligence and Willful Misconduct. Despite anything in this Contract to the contrary, each party is fully responsible for Gross Negligence or Willful Misconduct of its managerial and senior supervisory personnel and is not entitled to a release or indemnity from the other party for this conduct.

Please include a new section (exclusion of Indirect Damages) after Section 2.24 Indemnity in the following manner:

Notwithstanding anything to the contrary in this Contract, to the maximum extent permitted by applicable law, neither Party shall be liable to the other Party for any indirect, incidental, special, punitive, exemplary, or consequential damages of any kind, including but not limited to loss of profits, loss of revenue, loss of business opportunity, loss of data, or loss of goodwill, arising out of or in connection with this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and even if advised of the possibility of such damages.

ANSWER:

The Authority stands firm with the requirements set forth in the specifications

QUESTION:

9. Reference. Part B - Bid Submittal Documents. Section 2.25 Failure to Supply (Page 36 of 78). Refers to securing alternate supply of diesel engine cylinder lubrication oil and which the Contractor has to be responsible for any costs related to the securing of such supply. Please provide further clarification or information

ANSWER:

Refer to No. 4a of **CHANGES** above.

Bidder No.: 6 dated 11/03/2025:

QUESTION:

1. Would The Guam Power Authority consider a company with a A.M. Best credit rating of "A"?

Reference: Page 13, Part A, Solicitation, Section 1.9 PERFORMANCE BONDS. Requires that payment to the GPA be in the form of a surety issued by a company with a A.M. Best credit rating of "AA"

SECTION 1.9: PERFORMANCE BONDS

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

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

The required performance bond shall be in substantially the same form as that prescribed in Appendix "A" of this Bid Invitation. Any deviation from the prescribed format must be approved by

GPA in advance. Failure to furnish a performance bond at the time specified above and in the manner as provided shall immediately void the contract.

ANSWER:

Yes, GPA will accept A.M. Best credit rating of "A"

QUESTION:

2. Can you provide 2024 actual volume for GPA-054-20?

ANSWER:

FY 2024 – Fleet Card actual volumes sold:

ULSD 43,000 gallons

Regular Unleaded 50,000 gallons

Bidder No.: 6 dated 11/04/2025:

QUESTION:

1. Annual report and audited financial statements for what year(s)?

Reference: Page 12, Part A, Solicitation, Section 1.7 AWARD, Sub-section B

B. Bidder is responsible for providing adequate information on operating experience and on financial status (i.e. annual report with audited financial statements) and references for use in evaluating its capabilities.

ANSWER:

Last year's financial statement.

QUESTION:

2. The bid packet is for ULSD and regular unleaded fuel. Please clarify this sub-section.

Reference: Page 36, Part B, Bid Submittal Documents, Section 2.25 FAILURE TO SUPPLY, Sub-section A. Makes reference to diesel engine cylinder lubrication oil.

SECTION 2.25 FAILURE TO SUPPLY

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

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

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

ANSWER:

Refer to No. 4a of **CHANGES** above.

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


JOHN M. BENAVENTE, P.E.
General Manager 

AMENDMENT NO.: IV
Page 28a of 78

Invoice Reference Price:

\$86.470 per barrel

\$ 2.059 per gallon (rounded to three decimal places)

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

B. Invoice Price:

Invoice Price = Invoice Reference Price + Fixed Service Fee

Diesel Invoice Price = \$2.159 per gallon

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

- * The invoice price for the fuels (a) and (b), shall be the actual gallons received into GPA's fleet multiplied by the invoice price as calculated and determined on a monthly basis in reference to Platt's Asia-Pacific/Arab. Fuel receipts must be signed by authorized GPA personnel and Service Station Attendant, thereafter be deposited into the designed GPA drop box at the Service Station for collection by duly authorized GPA personnel for verification against submitted invoice.

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

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

SECTION 2.9: TERMS OF PAYMENT

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

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

SECTION 2.12: QUANTITY AND QUALITY ASSURANCE

- * The CONTRACTOR shall ensure that the "designated Gas Service Stations" metered quantity at the pump, the metering device to be calibrated or had been calibrated at a frequency of twelve (12) months or sooner and to be effected with the presentation of calibration certificate as performed by the third party certifying company. GPA will require submittals by the successful Awardee.
 - A. FLEET FUELS ON-STOCK INVENTORY**
The CONTRACTOR is required to maintain at its own storage facility, a minimum inventory of 20-days supply requirement, approximately 20,000 gallons for each fuel grade.
 - B. FLEET'S FUELS QUALITY TESTING.**
GPA may require the CONTRACTOR to provide quality certification of the Fleet Fuels at no cost to the Authority.

SECTION 2.13: DEFINITIONS

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

SECTION 2.14: SECURITY

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

SECTION 2.15: TAXES and OTHER GOVERNMENT CHARGES

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

SECTION 2.16: SPECIFICATIONS

* DELETE

SECTION 2.17: PERMITS AND RESPONSIBILITIES

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

SECTION 2.25: FAILURE TO SUPPLY

- A. Should CONTRACTOR fail to perform any of the terms, provisions or conditions of this Contract, the CONTRACTOR shall be in default of the Contract agreement. In this event, GPA will provide a written notice to the CONTRACTOR of such default, and provide the CONTRACTOR an opportunity to cure the default within thirty (30) calendar days after the notice of default.
- * GPA, during this period, in its discretion and in accordance with whatever action, reserves the right to secure fleet fuels (both gasoline and diesel) from other sources; in such event, the contractor shall be responsible for any costs, expenses, fees, and monetary amounts of any nature whatsoever, including but not limited to fleet fuels (both gasoline and diesel) handling fees, administrative, labor and operations costs, and all other amounts associated with or related to the securing of diesel engine cylinder lubrication oil supply by the Authority.
- B. Should the CONTRACTOR fail to cure such default within thirty (30) calendar days after the notice of default thereof, GPA may terminate the Contract in whole or in part. In the event that GPA terminates the Contract by default, then the provisions of the performance bond shall be in effect.

SECTION 2.26: FAILURE TO PAY

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

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