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CCU Chairman



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

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Accountability · **Impartiality** · **Competence** · **Openness** · **Value**

INVITATION FOR BID (IFB) NO.: GPA-032-15
DESCRIPTION: Supply of Miscellaneous Lubricants for Peaking Diesel Gen-Sets

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 (2) duplicates**, at the date and time for bid opening.

- (XX) BID GUARANTEE (15%) May be in the form of;
Reference #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check (**NOTE: Cashier's Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.**)
 - b. Letter of Credit or
 - c. Surety Bond – Valid only if accompanied by:
 1. Current Certificate of Authority issued by the Insurance Commissioner;
 2. Power of Attorney issued by the Surety to the Resident General Agent;
 3. Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

(XX) STATEMENT OF QUALIFICATION;

() SAMPLES;

() BROCHURES/DESCRIPTIVE LITERATURE;

(XX) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS – 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) NON-COLLUSION AFFIDAVIT;

(XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;

(XX) ETHICAL STANDARDS AFFIDAVIT;

(XX) WAGE DETERMINATION AFFIDAVIT;

(XX) RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

(XX) OTHER REQUIREMENTS:

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

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

On this _____ day of _____ 2015, 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 Management Materials Supply
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

Handwritten signature and date '6-9-15' above the typed name 'JOHM M. BENAVENTE, P.E. DATE Interim General Manager'.

DATE ISSUED: 06/11/2015 BID INVITATION NO.: GPA-032-15

BID FOR: Supply of Miscellaneous Lubricants for Peaking Diesel Gen-Sets

SPECIFICATION: See Attached

DESTINATION: See Attached

REQUIRED DELIVERY DATE: See Attached

CUT-OFF DATE FOR RECEIPT OF QUESTIONS: Thursday, June 18, 2015 at 4:00 P.M.

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: 06/25/15 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 Interim 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 Bid

GPA-032-15

**SUPPLY OF MISCELLANEOUS LUBRICANTS
FOR PEAKING DIESEL GEN-SETS**



JOHN M. BENAVENTE, P.E.
General Manager (Interim)

MELINDA R. CAMACHO, P. E.
AGMO

SALVADOR A. MANAGA
Manager of Generation

TABLE OF CONTENTS

Section	Description	Page
Table of Contents		
1.	INTRODUCTION.....	1
1.1.	DESCRIPTION OF WORK.....	2
1.2.	Overview and Scope.....	5
1.2.1.	CONTRACT TERM.....	6
1.2.2.	CONTRACT PRICE.....	6
2.	INSTRUCTIONS TO BIDDERS.....	6
2.1.	Offeror / Contractors Responsibility.....	6
2.2.	Submission of Bid.....	6
2.2.1	Bid Requirements.....	7
2.3.	Receipt and Opening of Bid.....	10
2.4.	Rejection of Bid.....	11
2.5.	Award of Contract.....	11
2.6.	Facility Tours.....	11
2.7.	Solicitation Amendment.....	11
2.8.	Familiarity With Laws.....	12
2.9.	Documents Executed Outside of Guam.....	12
2.10.	Signature of Bidder.....	12
2.11.	Proposal Validity.....	13
2.12.	Bid Bond and Performance Bond Requirements.....	13
2.12.1.	Performance Bond Form, Amount and Duration.....	13
2.12.2.	Performance Bond Execution by a Guam Licensed Surety Company.....	13
2.12.3.	Bid Bond Form and Amount.....	13
2.13.	General Bid Guidelines and Requirements.....	14
2.13.1.	Amendments to the Bid Documents.....	14
2.13.2.	Proprietary Data.....	14
2.13.3.	Acceptance of Bid.....	15
2.13.4.	Solicitation Cancellation or Delay.....	15
2.13.5.	Disqualification of BIDDER.....	16
2.13.6.	False Statements In Bid.....	16
2.13.7.	Prohibition Against Gratuities, Kickbacks, and Favors to the Territory.....	16
2.13.8.	Restriction against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.....	16
3.	REQUIRED FORMS AND SUPPLEMENTAL INFORMATION.....	17
3.1.	Technical Bid Forms.....	17
3.1.1.	Bid Checklists.....	18
3.1.2.	Major Shareholders Disclosure Affidavit.....	18
3.1.3.	Non-collusion Affidavit.....	18

TABLE OF CONTENTS

Section	Description	Page
3.1.4.	No Gratuities or Kickbacks Affidavit.....	18
3.1.5.	Ethical Standards Affidavit	18
3.1.6.	Restriction Against Sex Offenders	18
3.1.7.	Bid Bond Form.....	18
3.1.8.	Local Procurement Preference Application.....	18
3.2.	Bid Price Form	19
4.	CONDITIONS OF CONTRACT	19
4.1.	Definitions	19
4.2.	Accounting	19
4.3.	Documentation	19
4.4.	Language and Trade Terms	19
4.5.	Release of Information	20
4.6.	Limitations of Clause	20
5.	BID SCHEDULE	21

SCOPE OF WORK

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 operates and maintains eight (8) Caterpillar D3616 and two (2) Wartsila 16V32 Diesel Generating power plants, with a total rated capacity of 45.8 MW. These units are considered critical peaking units to support peak loads and base load unit outages for the Island Wide Power System (IWPS) because of their quick start-up capabilities. These diesel peaking gen-sets were strategically positioned in the southern part of Guam. Six (6) Caterpillar Diesel gen-sets are stationed at Tenjo Power Plant; two (2) Caterpillar gen-sets are at Talofofu Power Plant, and two (2) Wartsila 16V32 gen-sets are located at Manenggon Power Plant.

The Diesel Peaking Plants burns Ultra Low Sulfur Diesel fuel oil no. 2 with viscosity of 1.9 cSt (min) / 4.1cSt (max) @40⁰C, Flash point of 125⁰F min.

GPA is inviting interested Firms to provide contractual services for the Supply of Miscellaneous Lubricants for the Medium-Speed Diesel Engine Peaking gen-sets. The Contract shall be for THREE (3) years to commence fourteen calendar days after the issuance of Notice to Proceed (NTP) with options to extend for TWO (2) additional One (1) year term, 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.

SCOPE OF WORK

1.1. DESCRIPTION OF WORK

The CONTRACTOR shall provide contractual services for the supply of Miscellaneous Lubricants in accordance with the technical specifications of lubricants described below. The CONTRACTOR shall also provide qualified and trained personnel to safely, efficiently and legally deliver the services required by the Authority under this IFB.

A. Caterpillar D3616 Diesel Engines = 8 x 4.4 MW units = 35.2 MW

1. Engine: (unit currently utilizes **Shell Super Rimula 15W-40**)

Caterpillar recognizes commercial oils that have successfully completed 7000 hours of documented field service in 3600 Diesel Engines. During the test, the engine must operate at normal operating loads and have the following parameters monitored:

- a. Oil consumption
- b. Oil deterioration and
- c. Valve recession

At the completion of field trial, the condition of the oil and the engine must be within the following limits

- a. No piston ring sticking or ring scuffing.
 - b. No liner scuffing or carbon cutting from excessive piston top land deposits.
 - c. Valve recession must not exceed the limits established by Caterpillar for the engine.
 - d. Oil consumption must not exceed two times the initial oil consumption. Initial oil consumption is established during the first 1000 hours of operation
- Oil sump capacity: 8.5 (55gal/drum) per unit x 8 = **3,740 gallons total**
 - Viscosity Grade: SAE 15W-40 Diesel Engine Oil (CF)
 - Kinematic Viscosity: 118 mm²/s @ 40^oC / 15.5 mm²/s @ 100^oC (ASTM D445)
 - Viscosity Index: 139 (ASTM D 2270)
 - Gravity: 29.2 ^oAPI (D1298)
 - Flash Point (COC): 400 ^oF min. (ASTM D92)
 - Pour Point: -25 ^oF (ASTM D97)
 - Neutralization# TBN-E: 10.6 mg KOH/g (ASTM D2896)
Total Base Number (TBN) - high alkalinity, for the neutralization of wear

SCOPE OF WORK

causing combustion products & higher fuel sulfur.

- Sulphated Ash: 1.0% (ASTM D874)
- Ambient Temp range: +5⁰F to +104⁰F (-15⁰C to +40⁰C)

2. **Woodward Governor/Actuator with Hydraulic Amplifier:** (currently utilizes **Shell Tellus 68**)

- Oil sump capacity: 1.4 L (1.5 qt.US / 1.25qt. Imp) unit x 8 units = **11.2 Liters say 12 Liters, say 12 Liters total**
- Governor oil is identical to engine prime mover oil with the following characteristics
 - a. Oil should have a minimum tendency to foam or retain air, form sludge, or deposit varnish
 - b. Should protect actuator parts from corrosion and not be detrimental to oil seals or paint.
 - c. Should have a high viscosity index, within the range of 100 to 300 SUS at normal operating temperatures

3. **Generator, Kato Brand** (currently utilizes **Shell Tellus 46**)

- Oil sump capacity : 4.5 gallons per unit x 8 units = **36 gallons total**
- Viscosity Grade: SAE 46 (ISO)
- Kinematic Viscosity 46 cSt @ 40⁰C / 6.8cSt @ 100⁰C (D445)
237 SUS @100⁰F / 48.5 SUS @ 210⁰F (D88)
- Viscosity Index: 102 (D2270)
- Gravity: 29.5 ⁰API
- Flash Point (COC): 420 ⁰F (D92)
- Pour Point: -25 ⁰F (D97)
- Copper Corrosion: 1a (D130)
- Emulsion Test: passed @ 130⁰F, 30 minutes max (D1401)
- Rust Test: passed (D665B)
- Turbine Oil Stability: 5,000+ hours (D943)

4. **Turbocharger** (currently utilizes **Shell Turbo T-68**)

- Oil sump capacity: 4.0 gallons per unit x 8 units = **32 gallons total**
- Viscosity Grade: SAE 68 (ISO)
- Kinematic Viscosity 68 cSt @ 40⁰C / 8.95cSt @ 100⁰C (D445)

SCOPE OF WORK

- Viscosity Index: 105 (D2270)
- Gravity: 31.4 °API (D1298)
- Flash Point (COC): 440 °F (D92)
- Pour Point: 0 °F (D97)
- Acid Number: 0.05 mg KOH/g (D974)
- Copper Corrosion: 1b, 3 hours @ 212°F (D130)
- Rust Test: passed (D665B)
- Demulsibility: 20 minutes separation time (D1401)
- Turbine Oil Stability: 7,000+ hours (D943)

B. Wartsila 16V32 Diesel Engines = 2 x 5.3 MW units

1. Engine / Generator: (unit currently utilizes **Shell Argina T40**)

- Oil sump capacity: 15 drums (55gal/drum) / unit x 2 = **1,650 gals. total**
- Viscosity Grade: SAE 40 (ISO)
- Kinematic viscosity:
 - Maximum: 212 cSt @ 40°C / 19 cSt @ 100°C (D445)
 - Minimum: 70 cSt @ 40°C / 9 cSt @ 100°C (D445)
- Viscosity Index: minimum 95 (ASTM D2270)
- TBN: over 25 mg KOH/g, minimum 15 mg KOH/g (ASTM D2896)
- Density: 0.921 kg/L @ 15°C
- Flash Point (PMCC): 225 °c, minimum 170°C. At 150°C risk of crankcase explosion (ASTM D92)
- Pour Point: -18°C (D97)
- Sulphated Ash: 3.7 % wt. (ASTM D874)
- Water content: Should not exceed 0.3%. At 0.5%, measures must be taken; either centrifuging or oil change.
- Load Carrying Capacity (FZG) Fail Load Stage: 11

2. Speed Governor / Actuator (currently utilizes **Shell Tellus 68**)

- Oil sump capacity : 2.0 quarts per unit x 2 units = **4.0 quarts total**
- Oil: Identical to engine prime mover with the following characteristics
- Viscosity Grade: SAE 68 (ISO3448)
- Kinematic Viscosity: 1040 cSt @ 0°C (ASTM D445)

SCOPE OF WORK

- 68 cSt @ 40⁰C (ASTM D445)
- 8.6 cSt @ 100⁰C (ASTM D445)
- Viscosity Index: 97 (ISO 2909)
- Density: 0.886 kg/L @ 15⁰C (ISO 12185)
- Flash Point (COC): 235⁰C (ISO2592)
- Pour Point: -24 ⁰C (ISO3016)

NOTE: If turbine oil is used in the governor, take care not to mix it with engine lubricating oil. Only a small quantity may cause heavy foaming

3. Turbocharger, BBC-VTR (currently utilizes Shell Turbo T-68)

- Oil sump capacity : 5 gallons per unit x 2 units = **10 gallons total**
- Viscosity Grade: SAE 68 (ISO)
- Kinematic Viscosity 68 cSt @ 40⁰C / 8.95cSt @ 100⁰C (D445)
- Viscosity Index: 105 (ASTM D2270)
- Gravity: 31.4 ⁰API (D1298)
- Flash Point (COC): 440 ⁰F (D92)
- Pour Point: 0 ⁰F (D97)
- Acid Number: 0.05 mg KOH/g (D974)
- Copper Corrosion: 1b, 3 hours @ 212⁰F (D130)
- Rust Test: passed (D665B)
- Demulsibility: 20 minutes separation time (D1401)
- Turbine Oil Stability: 7,000+ hours (D943)

1.2. Overview and Scope

The **estimated** total miscellaneous lubricant requirement for the Medium-Speed Diesel Engine Peaking gen-sets location is as follows:

Plant Locations	Annual Estimated Requirements	
1. Tenjo Power Plant (Caterpillar D3616) Route 2A Marine Corps Drive Tenjo Vista, Guam	Engine Oil	5,390 gallons
	Governor/Actuator	24 liters
	Generator	56 gallons
2. Talofof P. P.(Caterpillar D3616) Route 17-A, Talofof, Guam	Turbocharger	48 gallons

SCOPE OF WORK

Plant Locations	
3. Manenggon Power Plant (Wartsila 16V32) Pulantat, Yona, Guam	Engine/Generator 2,750 gallons
	Governor/Actuator 8 quarts
	Turbocharger 15 gallons

Typical product characteristic details are prescribed above.

1.2.1. CONTRACT TERM

The contract term for the base period shall be for THREE (3) years and shall continue until the exhaustion of funds with options to extend for TWO (2) additional ONE (1) year term, upon mutual agreement of both parties.

The first delivery of the miscellaneous lubricants pursuant to the contract is on the fourteenth day upon issuance of the Notice To Proceed (NTP). Succeeding deliveries shall be as per Asst. Superintendents' written scheduled request or on as need basis. The request shall be made two days in advance prior to the delivery.

1.2.2. CONTRACT PRICE

The total contract price in U.S. Dollars for all miscellaneous lubricants delivered to GPA shall be inclusive of all costs and liabilities incurred prior to delivery.

2. INSTRUCTIONS TO BIDDERS

2.1. Bidders / Contractors Responsibility

All prospective Bidders shall, at their own expense, visit Guam and GPA's Peaking Power Plant Facilities to study local conditions, visit the site and shall be responsible for having ascertained pertinent conditions such as location, accessibility, and general character of the site, facilities available, craft wages, roads, communications, and transport facilities available. Bidders should also acquaint themselves with the relevant laws, rules, and regulations of Guam

2.2. Submission of Bids

The Bidder is required to bid on all items called for in the Bid Form.

SCOPE OF WORK

Bid shall be submitted on the forms furnished or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bid containing any conditions, omissions, unexplained erasures or alterations or items not called for in the bid or irregularities of any kind may be rejected by the Owner as being incomplete.

Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bid by partnerships must furnish the full names of all partners and must be signed in the name of the partnership by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Bid by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the sign in behalf of the corporation shall be furnished.

2.2.1 Bid Requirements

The bid package shall be submitted in the format and quantities described below.

2.2.1.1 Technical Bid Documents

Each BIDDER's Technical Bid documentation 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 supply and/or distribution of miscellaneous lubricants for medium-speed diesel engines. The CONTRACTOR shall demonstrate its experience and expertise in the supply of Miscellaneous Lubricants for Medium-Speed Diesel Engines by providing the following:

SCOPE OF WORK

- Supporting information outlining and/or illustrating past and current successful experience in the supply of Miscellaneous Lubricants for Medium-Speed Diesel Engines. Include list of clients for the last five (5) years.
- Experience with Fuel Handling.

c. Statement of Qualification/ Organizational Structure

The CONTRACTOR shall illustrate its approach in supplying Miscellaneous Lubricants Oil for Medium-Speed Caterpillar D3616 & Wartsila 16V32 Diesel Engines 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. Product and Quality

- Contractor shall provide technical data, descriptive literature, and other materials for the product.
- Contractor shall also provide documentary evidence of conformity with the specific requirements set in Item 1.1 Description of Work.

e. Financial Information

The CONTRACTOR shall provide documentation to illustrate its financial position and capability. CONTRACTOR must provide audited financial report for the last 3 years including the company's financial ratio.

f. 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, including documents showing compliance with all federal regulations and applicable laws.

SCOPE OF WORK

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.

h. Mobilization Capability

The BIDDER shall provide proof of capability to mobilize full support services no later than fourteen (14) days after contract signing.

2.2.1.2. Required Forms

Submittal of required forms as specified below is mandatory. GPA shall automatically disqualify any bid submitted without the supplementary information and required forms listed below:

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

SCOPE OF WORK

2.2.1.3. Marking and Packaging of Bid

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

- 1) "BID";
- 2) "SUPPLY OF MISCELLANEOUS LUBRICANTS FOR PEAKING DIESEL GEN-SETS";
- 3) The BIDDER's Name;
- 4) Invitation for Bid Number;
- 5) Closing Date and Time (Guam Standard Time);
- 6) Addressed to, as follows:

ATTENTION: JAMIE L.C. PANGELINAN
SUPPLY MANAGEMENT ADMINISTRATOR

GUAM POWER AUTHORITY
GLORIA B. NELSON PUBLIC SERVICE BLDG.
688 ROUTE 15, MANGILAO, GUAM 96913

2.2.1.4. Technical Bid Submittal Quantity

BIDDERS are required to submit one (1) original and two (2) bound copies of their bid document.

2.3. Receipt and Opening of Bids

Bids will be opened publicly at the time and place stated in the invitation for bids. The officer whose duty it is to open them will decide when the specified time has arrived and bids received thereafter will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.

Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to time set for opening.

SCOPE OF WORK

2.4. Rejection of Bid

The Authority reserves the right to reject any and all bid when such rejection is in the interest of the Owner and to reject the bid of an offeror who is not in a position to perform the contract.

2.5. Award of Contract

The contract will be awarded as soon as possible to the lowest responsive and responsible bidder, provided it is in the interest of the Owner to accept his bid. 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 bid. 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.

2.6. Facility Tours

All prospective BIDDERS shall, at their own expense, visit Guam and GPA's Power Plant 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 delivery sites, 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.

2.7. Solicitation Amendment

Any amendment, modification or addendum issued by the Guam Power Authority, prior to the opening of the bids, for the purpose of changing the intent of the Technical and Functional Requirements, clarifying the meaning or changing any of the provisions of this

SCOPE OF WORK

Invitation for Bid, shall be binding to the same extent as if written in the tender documents. Any addendum issued will be made available to all BIDDERS via mail, fax, e-mail or posting to the ftp site.

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

2.8. 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.

2.9. 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 bid or after the award of the contract, must be authenticated by a Notary Public or other official authorized to witness sworn statements.

2.10. Signature of Bidder

A duly authorized person must sign the BIDDER's bid document. All names shall be typed or printed below the signature. A bid 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 bid 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.

SCOPE OF WORK

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 Bid 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 bid deadline. However, the original documents must be sent to GPA via post or courier and post-marked no later than the bid-opening date.

2.11. Bid Validity

All price/cost data submitted with the BIDDERS' quotation shall remain firm and open for acceptance for a period of not less than one hundred twenty (120) days after the Price Bid 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 bid.

2.12. Bid Bond and Performance Bond Requirements

2.12.1. Performance Bond Form, Amount and Duration

The required performance bond shall be in the as prescribed form. At the beginning of the CONTRACT and at the beginning of each GPA Fiscal Year during which the CONTRACT is in effect, the CONTRACTOR shall provide and maintain a performance bond in the amount equivalent to fifteen percent (15%) of the annual contract cost for that full or partial fiscal year within the term of the contract. If the CONTRACTOR is declared by GPA to be in default under the CONTRACT, GPA may exercise any or all rights and remedies it possesses under the provisions of the performance bond. The GPA Fiscal Year begins on October 1 and ends on September 30 of the following calendar year.

2.12.2. 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. A list of surety companies licensed to do business on Guam is provided in Appendix C.

2.12.3. Bid Bond Form and Amount

SCOPE OF WORK

A bid bond for an amount of **no less than 15% of the total amount of the bid** is required and may be in the following form:

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

Bonds submitted as Bid Guarantee without signatures and supporting documents are invalid and bids will be rejected. If a BIDDER desires to submit a bid bond with an acceptable bonding company, the BIDDER must submit original notarized copies of Bid Bond form BB-1.

2.13. General Bid Guidelines and Requirements**2.13.1. Amendments to the Bid Documents**

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

2.13.2. Proprietary Data

For the purposes of this solicitation and submitted bids, the laws, rules and regulations of Territory of Guam governing confidentiality shall govern. BIDDERS may designate those

SCOPE OF WORK

portions of the Bid that contain trade secrets or other proprietary data that are to remain confidential.

The Procurement Officer or his designee shall examine the bids 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 Bid submittal what portions of the Bid will be disclosed and that, unless the BIDDER protests under the Conditions of Contract Disputes clause the information will be so disclosed.

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

2.13.3. Acceptance of Proposals

GPA reserves the right to reject any or all bids 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 bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid. 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.

2.13.4. 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 bids or any individual bid 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 bid 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 bids 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;

SCOPE OF WORK

- c) All otherwise acceptable bids received have clearly unreasonable price/cost data;
- d) There is reason to believe that the bids may not have been independently arrived at in open competition, may have been collusive and may have been submitted in bad faith;

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

2.13.5. 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.

2.13.6. False Statements In Bid

BIDDERS must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in any quote 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 bid, the BIDDER agrees that this act legally binds the BIDDER to his bid.

2.13.7. 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* prohibit against gratuities, kickbacks and favors to the Territory.

2.13.8. 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:

SCOPE OF WORK

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

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

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

3. REQUIRED FORMS AND SUPPLEMENTAL INFORMATION

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

- A copy of the BIDDER's Articles of Incorporation or other applicable forms concerning business org
- 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;
- A current Business License. Although it is not required in order to provide a Bid for this engagement, obtaining a Business License is a pre-condition for entering into a contract with the Authority.
- Performance Bond

3.1. Technical Bid Forms

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

SCOPE OF WORK

3.1.1. Bid Checklists

During the submission of the Bids, the BIDDER shall complete all the Forms / Affidavits enumerated below. These Forms provides an inventory of documents submitted by the BIDDER in response to the Bid requirements.

3.1.2. Major Shareholders Disclosure Affidavit

The BIDDER shall fill out the Major Shareholders Disclosure Affidavit form in Appendix D and submit it with its Bid.

3.1.3. Non-collusion Affidavit

The BIDDER shall fill out the Non-collusion Affidavit form and submit it with its Bid.

3.1.4. No Gratuities or Kickbacks Affidavit

The BIDDER shall fill out the No Gratuities or Kickbacks Affidavit Form and submit it with its Bid.

3.1.5. Ethical Standards Affidavit

The BIDDER shall fill out the Ethical Standards Affidavit Form and submit it with its Bid.

3.1.6. 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* and submit it as part of the Technical Bid.

3.1.7. 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.

3.1.8. Local Procurement Preference Application

SCOPE OF WORK

The BIDDER shall fill out and sign the Local Procurement Preference Application and submit it with the Technical Bid.

3.2. Bid Price 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 BID PRICE 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. CONDITIONS OF CONTRACT

4.1. 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.

4.2. 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.

4.3. Documentation

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

4.4. 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

SCOPE OF WORK

4.5. 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.

4.6. 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.

SCOPE OF WORK

BID SCHEDULE

**SUPPLY OF MISCELLANEOUS LUBRICANTS FOR
DIESEL ENGINE PEAKING GEN-SETS**

Item	Description	Qty.	Unit	Total Price
------	-------------	------	------	-------------

A. Annual supply of Lubricants for Caterpillar D3616 Diesel Engine

1.	Engine Oil	5,390	gals.	\$ _____
2.	Governor / Actuator	24	liters	\$ _____
3.	Generator	56	gals.	\$ _____
4.	Turbocharger	48	gals.	\$ _____

Total for Caterpillar Lubricants: \$ _____

B. Annual supply of Lubricants for Wartsila 16V32 Diesel Engine

1.	Engine Oil / Generator	2,750	gals.	\$ _____
2.	Governor / Actuator	8	quarts	\$ _____
3.	Turbocharger	15	gals.	\$ _____

Total for Wartsila Lubricants: \$ _____

BID PRICE OFFER:

The **BID PRICE OFFER** shall be the sum of the **BID REFERENCE PRICE** and the **FIXED SERVICE FEE**.

A. BID PRICE OFFER for delivery to Tenjo & Talofof Diesel Power Plant:

CONTRACT PERIOD				
3-year Base Period			2-Year Extension Options	
1st year	2 nd year	3 rd Year	1 st yr. Extn.	2 nd yr. Extn.
(\$ in 3 decimals)	(\$ in 3 decimals)	(\$ in 3 decimals)	(\$ in 3 decimals)	(\$ in 3 decimals)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

SCOPE OF WORK

B. BID PRICE OFFER for delivery to Manenggon Diesel Power Plant :

CONTRACT PERIOD				
3-year Base Period			2-Year Extension Options	
1st year	2nd year	3rd Year	1st yr. Extn.	2nd yr. Extn.
(\$ in 3 decimals)	(\$ in 3 decimals)	(\$ in 3 decimals)	(\$ in 3 decimals)	(\$ in 3 decimals)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

The CONTRACT PRICE shall increase or decrease on a cent-for-cent basis by the amount per gallon based from official documentation reported by the Independent Commodity Information Service (**ICIS Pricing, Base Oils (Asia Pacific)**).

Note: All prices shall include pertinent taxes

Respectfully submitted by:

Contractor: _____

By: _____

Title: _____

Invitation For Bid

No. GPA-032-15

**SUPPLY OF
MISCELLANEOUS LUBRICANTS
FOR PEAKING DIESEL GEN-SETS**



CONTRACT

TABLE OF CONTENTS

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

SECTION 36. TIME.....	34
SECTION 37. SPECIFICATIONS	34
SECTION 38. AMENDMENT AND WAIVER.....	35
SECTION 39. DESCRIPTIVE HEADINGS.....	35
SECTION 40. RELATIONSHIP OF PARTIES	35
SECTION 41. NUMBER AND GENDER.....	35
SECTION 42. SUCCESSORS IN INTEREST.....	36
SECTION 43. PARTIAL INVALIDITY	36
SECTION 44. EQUAL OPPORTUNITY CLAUSE.....	36
SECTION 45. PROHIBITION AGAINST GRATUITIES, KICKBACKS, AND FAVORS TO THE TERRITORY.	37
SECTION 46. RESTRICTIONS AGAINST CONTRACTOR EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES.....	37
SECTION 47. CONTRACT BINDING EFFECT	37

CONTRACT

CONTRACTOR

GUAM POWER AUTHORITY

2015

IFB No. GPA-032-15

**SUPPLY OF MISCELLANEOUS LUBRICANTS
FOR PEAKING DIESEL GEN-SETS**

FORMAL CONTRACT

This Agreement and Formal Contract (“Contract”), is made and entered into on the ____ day of _____, 2015 by and between:

_____, hereinafter referred to as CONTRACTOR, 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 Gloria B. Nelson Public Service Bldg., 688 Route 15, Mangilao, Guam 96913;

R E C I T A L S

WHEREAS, the current contract for the supply of Miscellaneous Lubricants for Medium-Speed Diesel Peaking Gen-sets expired on September 30, 2014; and

WHEREAS, GPA seeks to procure a new Contractor for the supply of Miscellaneous Lubricants for Medium-Speed Diesel Gen-sets to the GPA peaking power generating plants; and

WHEREAS, GPA has issued an Invitation For Bid for the Supply of Miscellaneous Lubricants for Medium-Speed Diesel Peaking Gen-sets under IFB GPA-032-15; and

WHEREAS, CONTRACTOR submitted a bid in response to the Invitation for Bid for the Supply of Miscellaneous Lubricants for Medium-Speed Diesel Peaking Gen-sets; and

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

WHEREAS, the Consolidated Commission on Utilities has determined that the (CONTRACTOR) is a preferred option for GPA to supply the Miscellaneous Lubricants for Medium-Speed Diesel Peaking Gen-sets requirements for the Authority; and

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

- “\$”** The term “\$” refers to currency in U.S. dollars.
- “ASTM”** The term “ASTM” shall mean the American Society for Testing and Materials.
- “API”** The term “API” shall mean the American Petroleum Institute.
- “Barrel”** The term "Barrel" means a volume equivalent to 42 U.S. gallons.
- “Gallon”** The term “Gallon” means a volume in U.S. gallons equivalent to 3.78 liters or 231 cubic inches.
- “Metric Ton”, "MT", or “Ton”** shall mean a weight in metric ton equivalent to 2,204.62 English pounds. 1 MT conversion as used in this contract shall be equivalent

to 282.5 (U.S.) gallons.

“Contract” The term "Contract" means the Miscellaneous Lubricants for Medium-Speed Diesel Peaking Gen-sets Supply Contract executed as a result of IFB GPA-032-15.

“Contract Agreement (Agreement)” The written agreement between GPA and CONTRACTOR covering the Supply of Miscellaneous Lubricants for Medium-Speed Diesel Gen-sets any other Contract Documents either attached to the Agreement or made a part thereof by reference therein.

“Contract Documents” 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” The term "Contracting Officer" as used herein means the General Manager of the Guam Power Authority and shall include his authorized representatives.

“CONTRACTOR” The term "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” A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

“Delivery Time” The total number of days or the dates stated in the Agreement for furnishing the product.

“General Manager” The General Manager is 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” The term "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 and file the same with the Contracting Officer.

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

“Purchaser” The Guam Power Authority with whom CONTRACTOR has entered into the Contract Agreement.

“Seller” The CONTRACTOR.

“GPA” or **“Authority”** shall mean the Guam Power Authority including its Independent Power Producers (IPP).

“Receiving Facility” shall mean the Tenjo Diesel Power Plants, Talofoto Diesel Power Plants and Manenggon Diesel Power Plants

“Product” shall mean “Miscellaneous Lubricants” or “Diesel Engine Miscellaneous Lubricants” or “Miscellaneous Lubricants for Medium-Speed Diesel Gen-sets”, a product satisfying the contract specifications.

“Territory” The Territory of Guam.

“ICIS” refers to Asia Pacific ICIS-Singapore, the source document for the base oil Contract pricing.

"Day" and "Month" mean a calendar day and month respectively.

SECTION 2. PRODUCT TO BE SUPPLIED

CONTRACTOR agrees to furnish and **GPA** agrees to accept and pay for all of **GPA's** Miscellaneous Lubricants requirements for Diesel Peaking power generating plants in Guam for the term of the Contract. The **estimated** total Miscellaneous Lubricants requirements for the Diesel Peaking power stations are as follows:

- A. TENJO & TALOFOFO CATERPILLAR D3616 LUBRICANTS”:**
 - 1. Engine Oil**
FIVE THOUSAND THREE HUNDRED NINETY GALLONS PER YEAR
(5,390 gallons/year)
 - 2. Governor / Actuator**
FORTY EIGHT LITERS PER YEAR
(48 liters/year)
 - 3. Generator**
SEVENTY SIX GALLONS PER YEAR
(76 gallons/year)
 - 4. Turbocharger**
FORTY SEVEN GALLONS PER YEAR
(47 gallons/year)
- B. MANENGGON WARTSILA 16V32 LUBRICANTS”:**
 - 1. Engine / Generator Oil**
TWO THOUSAND SEVEN HUNDRED FIFTY GALLONS PER YEAR
(2,750 gallons/year)
 - 2. Governor / Actuator**
EIGHTY QUARTS PER YEAR
(80 quarts/year)
 - 3. Turbocharger**
FIFTEEN GALLONS PER YEAR
(15 gallons/year)

The engine lubricating oil supply requirement for eight (8) units Caterpillar D3616 diesel engines in any month is approximately about 1,650 gallons and may exceed 2,000 gallons quantity depending upon such demand on the Tenjo Unit nos. 1 to 6 and Talofoko Unit Nos. 1 & 2. The engine lubricating oil supply requirement for two (2) units Wartsila 16V32 diesel engines in any month is approximately about 1,100 gallons and may exceed 1,500 gallons quantity depending upon such demand on the Manenggon Unit nos. 1 & 2.

The estimated annual minimum purchase for engine lubricating oil for each location is approximately about **ONE THOUSAND GALLONS (1,000 gals)**.

Notwithstanding any estimated quantity set forth herein, the **CONTRACTOR** shall be responsible in supplying all Miscellaneous Lubricants, reasonably required by **GPA**, even if such quantities exceed the estimates provided above.

GRADE OF OIL: Refer to page 2 to page 5 Section 1.1 Description of Work

Delivery sites: CATERPILLAR D3616 DIESEL GEN-SETS

1. TENJO UNITS 1 TO 6

Route 2A Marine Corps Drive

Tenjo Vista, Guam

2. TALOFOFO UNITS 1 & 2

Route 17-A Talofof, Guam

WARTSILA 16V32 DIESEL GEN-SETS

3. MANENGGON UNITS 1 & 2

Pulantat, Yona, Guam

The first delivery of Miscellaneous Lubricants pursuant to the Contract is anticipated to be **fourteen calendar days after Notice To Proceed**.

SECTION 3. CONTRACT TERM

The Contract Term shall be for three (3) years to commence fourteen calendar days after Notice To Proceed and with GPA's option to extend the contract for two (2) additional one (1) year term, renewable annually, with mutual agreement of both parties. Succeeding deliveries shall be as per Asst. Superintendents' written scheduled request or on as need basis. The request shall be made two (2) days in advance prior to the delivery.

SECTION 4. CONTRACT PRICE

The Contract price per U.S. gallon delivered to the Authority shall **be inclusive** of all costs and liabilities incurred prior to delivery to **GPA**. The CONTRACT PRICE shall be the BID PRICE OFFER calculated as the BID REFERENCE PRICE plus the Contractor's FIXED SERVICE FEE. Fixed Service Fee shall be broken down into various components reflecting the different costs of shipping, storage and land delivery.

BID REFERENCE PRICE:

The **BID REFERENCE PRICE** shall be the Product Cost consisting of blended components of **Group I Base Oils (Ex-Tank Singapore): SN150, SN500, and B/STK** published in the Independent Commodity Information Service (**ICIS Pricing, Base Oils (Asia Pacific)**) for the month of **February 24, 2015**. Component blend shall be 35%w SN150, 50%w SN500, and 15%w B/STK.

Conversion factor shall be 285 (U.S.) gallons per metric ton.

<u>FEBRUARY 27, 2015</u>	<u>SN150</u>	<u>SN500</u>	<u>B/STK</u>
ICIS-Singapore Posting, Avg (\$/MT)	650	665	1,010
Component Blend (%w)	<u>35%</u>	<u>50%</u>	<u>15%</u>
Component Cost (\$/MT)	227.50	332.50	151.50

Product Cost (\$/MT) = Total Component Cost = \$711.50/MT

BID REFERENCE PRICE = \$711.50/MT = **\$2.496/gallon**

FIXED SERVICE FEE:

The **FIXED SERVICE FEE** shall be the CONTRACTOR'S service fee to deliver the product to GPA. Fixed Service Fee shall be broken down into various components reflecting the different costs of shipping, storage and land delivery.

BID PRICE OFFER:

The **BID PRICE OFFER** shall be the sum of the **BID REFERENCE PRICE** and the **FIXED SERVICE FEE**.

A. BID PRICE OFFER for delivery to Tenjo & Talofof Diesel Power Plant:

CONTRACT PERIOD				
3-year Base Period			2-Year Extension Options	
1st year	2nd year	3rd Year	1st yr. Extn.	2nd yr. Extn.
(\$ in 3 decimals)	(\$ in 3 decimals)	(\$ in 3 decimals)	(\$ in 3 decimals)	(\$ in 3 decimals)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

B. BID PRICE OFFER for delivery to Manenggon Diesel Power Plant :

CONTRACT PERIOD				
3-year Base Period			2-Year Extension Options	
1st year	2nd year	3rd Year	1st yr. Extn.	2nd yr. Extn.
(\$ in 3 decimals)	(\$ in 3 decimals)	(\$ in 3 decimals)	(\$ in 3 decimals)	(\$ in 3 decimals)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

The CONTRACT PRICE shall increase or decrease on a cent-for-cent basis by the amount per gallon based from official documentation reported by the Independent Commodity Information Service (**ICIS Pricing, Base Oils (Asia Pacific)**).

SECTION 5. INVOICE PRICE DETERMINATION

The Contract price invoiced to the Guam Power Authority shall be adjusted according to the periodic price changes in the Independent Commodity Information Service (**ICIS Pricing, Base Oils (Asia Pacific)**). The invoice price shall be based on average of the prior month's postings for **Spot Prices-Group I Base Oils, Ex-Tank Singapore**.

INVOICE PRICE CALCULATION FORMULA

INVOICE PRICE = Reference Price (Prior Month's Average) + Fixed Premium Fee

SAMPLE data and calculation:

Delivery Month: March 2015

Prior Month: February (preceding delivery month)

Reference Price:

Prior Month (Feb 2015)

ICIS Pricing- Base Oils (Asia Pacific)

(Average of all postings for Feb 2014)

FEB 2015	SPOT PRICES-GROUP I BASE OILS (US\$/MT)								
	SN 150 (Ex-Tank Singapore)			SN 500 (Ex-Tank Singapore)			B/STK (Ex-Tank Singapore)		
	Low	High	Avg	Low	High	Avg	Low	High	Avg
Feb 06	640	660	650.00	630	660	645.00	1,000	1,020	1,010.00
Feb 13	640	660	650.00	640	690	665.00	1,000	1,020	1,010.00
Feb 20*									
Feb 27	640	660	650.00	640	690	665.00	1,000	1,020	1,010.00
Mean Average			650.00			658.33			1,010.00
Component Blend, wt%			35%			50%			15%
Component Cost, US\$/MT			\$227.50			\$329.17			151.50

*Holiday, no postings

Product Cost = Total Component Cost = 227.50 + 329.17 + 151.50 = \$708.17 per MT

Reference Price = \$708.17/MT = \$2.485 per gallon

Fixed Service Fee:

Fixed Service Fee = \$0.800 per gallon (sample price)

INVOICE PRICE:

Invoice Price = Reference Price (Previous Month Average Price) + Fixed Service Fee

= (\$2.485 + \$0.800) per gallon

Invoice Price = \$3.285 per gallon

This is the invoice price for Engine Lubrication Oil for Medium-Speed Diesel Engines delivered to GPA for the sample month.

ICIS SUBSCRIPTION

CONTRACTOR must be a current subscriber or, within fifteen (15) calendar days after award of Contract, shall become a subscriber to the Independent Commodity Information Service (**ICIS Pricing, Base Oils (Asia Pacific)**), as official document for the invoice reference pricing data. Contractor is required to submit copies of such documents on a monthly basis which must be received by GPA no later than 5 days after the end of the each month prior to the report month.

SECTION 6. PRODUCT DELIVERY

(a) All Gen-set miscellaneous Lubricants must be delivered to the medium-speed diesel engine plant sites covered in this contract: (1) **TENJO UNIT Nos. 1, 2, 3, 4, 5 & 6;** (2) **TALOFOFO UNIT Nos. 1 & 2;** and (3) **MANENGGON UNIT Nos. 1 & 2 POWER PLANTS.**

(b) Title to the miscellaneous lubricants and custody thereof shall pass from the Contractor to GPA when the miscellaneous lubricants have been delivered to the GPA delivery sites. Contractor will be responsible for all risk of loss, cost and liabilities prior to the time of passage of title of miscellaneous Lubricants.

(c) The Contractor shall be available to deliver the miscellaneous lubricants to the GPA within twenty-four (24) hours upon request. Diesel engine lubrication oil deliveries shall be "on call basis" and shall be during the hours of 7:00 A.M. to 11:00 P.M. daily, including Sundays and holidays.

(d) Contractor must exercise its best efforts to deliver miscellaneous lubricants to GPA to meet operational requirements.

(e) All risk of loss, cost and liabilities prior to the time of passage of title of the Miscellaneous Lubricants shall be on the **CONTRACTOR.**

SECTION 7. TERMS OF PAYMENT

- (a) 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 lube oil invoice.
- (b) All payments shall be based upon the net received quantity.
- (c) **CONTRACTOR** is required to provide a comprehensive summary of the delivery reports (both quantity and quality) on a monthly basis. Reports shall be submitted to GPA within five (5) working days after each report month. Contractor shall also submit other reports and/or documentations relevant to the contract as may be required by the Authority.

SECTION 8. WARRANTY AND CLAIMS

- (a) **CONTRACTOR** shall provide both express and implied warranties of merchantability and warrants that the Diesel Engine Lubricants shall meet the specifications prescribed herein under Section 9 and other pertinent sections.
- (b) Claims against the **CONTRACTOR** on account of weight, quality, and defects in, loss or damage to product shall be given in writing by **GPA** within thirty days (30) from date of delivery of lube oil as specified in Section 9.
- (c) If the lube oil fails to meet the specifications herein, **CONTRACTOR** shall be liable for any direct damages including, but not limited to, compensation and such damages shall not affect other remedies provided for in the Contract, procurement laws, rules and regulations.

SECTION 9. PRODUCT AND QUALITY

MANDATORY REQUIREMENTS:

The product to be delivered under this contract must comply, at a minimum, with the following product grade and specification:

SAE 40/ TBN 10-40

The **CONTRACTOR** must also provide the full characteristics and limits for the Diesel Engine Miscellaneous Lubricants that will be delivered under this Contract and shall be the guiding specification upon award. The specification shall include, but is not limited to:

TYPICAL PRODUCT CHARACTERISTICS:**PRODUCT BRAND:** _____

PARAMETERS		TEST METHOD	Caterpillar D3616 SPECIFICATION LIMIT
SAE Number			15W-40
Total Base Number, mg KOH/g,	Minimum	ASTM D2896	10.6
Sulfated Ash, wt%,	Maximum	ASTM D874	1.0
Flash Point, °F,	Minimum	ASTM D92	400
Density at 15 °C, kg/l	Minimum		0.94
Pour Point, °C,	Minimum	ASTM D97	-25
Viscosity @ 40 °C, cSt ,	Minimum	ASTM D445	118
Viscosity @ 100 °C, cSt ,	Minimum	ASTM D445	15.5
Others (Specify)			

PRODUCT BRAND: _____

PARAMETERS		TEST METHOD	WARTSILA 16V32 SPECIFICATION LIMIT
SAE Number		ISO	40
Total Base Number, mg KOH/g,	Minimum	ASTM D2896	30
Sulfated Ash, wt%,	Maximum	ASTM D874	3.7
Flash Point, °C ,	Minimum	ASTM D92	225
Density at 15 °C, kg/l	Minimum		0.921
Pour Point, °C,	Minimum	ASTM D97	-18
Viscosity @ 40 °C, cSt ,	Minimum	ASTM D445	70
Viscosity @ 100 °C, cSt ,	Minimum	ASTM D445	9
Others (Specify)			

The Authority reserves the right to require the supplier to conduct additional tests as may be necessary for plant's performance/efficiency evaluation.

- (1) CONTRACTOR must comply with all special provisions stipulated in Diesel Engine Lubrication Oil Supply Contract.
- (2) CONTRACTOR shall provide ground technical support 5 days after GPA switches to proposed oil.
- (3) CONTRACTOR shall provide monthly oil analysis monitoring program for new proposed oil (10 samples per month).

- (4) CONTRACTOR shall provide, at no cost to GPA, oil analysis kits for full oil analysis. A full oil analysis shall be provided for each 500 hours of operation per unit for each location.
- (5) CONTRACTOR shall provide 24 hr. online technical support at no cost to GPA.
- (6) CONTRACTOR shall provide, at no cost to GPA, Annual physical Technical Service visits and performance assessment of oil.
- (a) The list below indicates international brands of oils that generally have given satisfactory results when applied in Wartsila 16V32 diesel engine types (diesel #2 fuel operations).

<u>Company</u>	<u>Product Brand</u>
Adnoc-Fod	Marine Engine Oil X430, TBN 30
Agip	Cladium 400SAE 40, TBN 40
BP	ENERGOL IC HF 304, TBN 30
Caltex	RPM DELO 3000 Marine Oil 40, TBN 30
Castrol	MXD 304, TBN 30
Chevron	Delo 3000 Marine 40, TBN 30
Esso	Exxmar 30 TP 40, TBN 30
Elf	Aurelia 4030, SAE 40, TBN 30
Fina	Stellano 440, SAE 40, TBN 40
Indian Oil Corporation	Servo Marine C-404, SAE 40, TBN 40
Mobil	Mobilgard 424, SAE 40, TBN 30
Neste	NST 40, SAE 40, TBN 30
Nippon Oil Co	Super MDL MX 40 SAE 40, TBN 22
Norol	Marine HA 404, SAE 40, TBN 40
Olje-Energi	Goth Oil 325, SAE 30, TBN 25
Petrobras	Marbrax CCD-440, SAE 40, TBN 40
Petrofina, IMOD	Stellano 430, SAE 40, TBN 30
Phillips Oil Trading Ltd	Marine SR 40, SAE 40, TBN 30
Shell	Argina T Oil 40, SAE 40, TBN 30
Teboil	Teboil Ward S 30T SAE40, SAE 40, TBN 30
Texaco	Taro XL 40, SAE 40, TBN 42

In the event that the proposed brand is not listed above, the CONTRACTOR must demonstrate the suitability and compatibility of the product offered by submitting an official recommendation letter signed by a duly authorized representative of GPA and the engine manufacturer for the following engine and model:

MANENGGON DIESEL POWER PLANT:

Manufacturer: WARTSILA
 Model No.: 16VASA32

(b) **Caterpillar does not recommend engine lube oil by brand name.** Each particular oil company has control of its product and should be accountable for its oil performance. Always consult a Caterpillar dealer for the latest lubricant Total Base Number (TBN) recommendations. Caterpillar recognizes commercial oils that have successfully completed 7000 hours of documented field service in 3600 Diesel engines. Guidelines for field testing are available through 3600Customer Services in the Large Engine Center. During the test the engine must operate at normal operating loads and have the following parameter monitored: oil consumption, oil deterioration, and valve recession. At the completion of end trial, the condition of the oil and engine must be within the following limits:

- No ring sticking or ring scuffing
- No liner scuffing or carbon cutting from excessive piston top land deposits
- Valve recession must not exceed the limits established by Caterpillar for the engine
- Oil consumption must not exceed two times the initial oil consumption. Initial oil consumption is established during the first 1000 hours of operation.
- At the end of the specific oil change periods the oil condition must remain within Caterpillar limit for oxidation, nitration, and TBN.

GPA reserves the right to reject the product at its sole discretion.

The CONTRACTOR shall provide GPA with a list of clients using the CONTRACTOR's product.

SECTION 10. QUANTITY AND QUALITY ASSURANCE

(a) Due to enormous quantities being considered, the Diesel Engine Lubrication Oil shall be supplied in bulk in a fifty five (55) gallon drums and will be unloaded by the Contractor's own staff into the designated GPA Storage Facility.

(b) The Contractor shall ensure the delivery of engine lubrication oil to maintain an inventory level at the plant site at a minimum of forty percent (40%) of the total engine capacity. Contractor shall exercise every effort to replenish diesel engine lubrication oil supply at each site to a maximum inventory as possible. The contractor is further required to maintain at its **own storage facility**, a minimum inventory of 20-day supply requirement, regardless of Unit Availability or Unit Dispatching. The 20-day supply requirement shall be based on the average consumption specified in Section 2.0 of this contract.

(c) Contractor is required to install seal(s) on delivery containers and must remain intact as a condition for acceptance of product deliveries. Individual seal numbers must be recorded in the delivery tickets and each numbers initialed by the terminal dispatch officer for verification by the receiving facility.

(d) Contractor must provide a copy of the certificate of quality of Diesel Engine Lubrication Oil issued by a reputable testing facility at no cost to GPA. Certificate of quality must accompany each product delivery to GPA and must conform to the requirements referenced under Section 9.

GPA reserves the right to require the Contractor to have the product tested by an independent third party testing facility acceptable to both parties at no cost to GPA. Quality certification prepared by independent inspector shall be final and binding upon both parties.

SECTION 11. QUANTITY DETERMINATION

In the event of the variances between the BOL quantity and the GPA receipts, The **AUTHORITY** shall pay (absorb) a quantity shortfall up to ONE-FOURTH (0.25 %) of the gallons established quantity; shortages beyond the 0.25% tolerance shall be covered by the **CONTRACTOR**.

GPA reserves the right to require the intervention of a third party independent inspector for quantity determination. Such inspector shall be mutually acceptable to **GPA** and the **CONTRACTOR**. All quantities shall be corrected to volume at sixty degrees Fahrenheit (60 °F) in accordance with the ASTM-IP Petroleum Measurement Table, Table 6D, the latest edition published shall be applicable.

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

SECTION 12. SECURITY OF SUPPLY

CONTRACTOR may secure supply of the miscellaneous diesel engine lubricants meeting **GPA** specifications from any lawful source.

CONTRACTOR reserves the right to supply miscellaneous diesel engine lubricants 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.

SECTION 13. GOVERNMENT LAWS AND REGULATIONS

This Contract as executed shall be governed and construed in accordance with, the laws, statutes and regulations of the Territory of Guam.

(a) Wherever a term defined by the Uniform Commercial Code is used in the Contract the definition contained in the Uniform Commercial Code of Guam will control, unless otherwise specified.

(b) The parties expressly submit to the jurisdiction of the Superior Court of the Territory of Guam, for the resolution of any dispute or difference or claims between the parties in connection with the Contract, and to service of process by registered mail. The Contractor agrees to accept the jurisdiction of the Superior Court of the Territory of Guam for the resolution of any claims. The Contractor waives all rights against GPA to claim consequential, special or punitive damages.

SECTION 14. 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 15. 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 diesel engine cylinder lubrication oil 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 16. 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 17. PAYMENT REQUIRED

Notwithstanding the provisions of Section 16, supra, **GPA** shall not be relieved of any obligation to make payments for any miscellaneous diesel engine lubricants delivered to **GPA** facility hereunder; however, during the force majeure condition the obligation shall be suspended, except for miscellaneous diesel engine lubricants deliveries made prior to the force majeure condition.

SECTION 18. 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 miscellaneous diesel engine lubricants **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 miscellaneous diesel engine lubricants. **CONTRACTOR** shall also seek an alternative source of miscellaneous diesel engine lubricants to fulfill its contractual obligations.

SECTION 19. 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 miscellaneous diesel engine lubricants 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 miscellaneous diesel engine lubricants so long as such condition of negligence shall exist. If the cost of miscellaneous diesel engine lubricants 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 20. RESUMPTION OF PERFORMANCE

If **CONTRACTOR** is prevented from delivering or **GPA** is prevented from receiving all or any diesel engine cylinder lubrication oil 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 diesel engine cylinder lubrication 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 21. GOVERNING LAW AND DISPUTES

- (a) All controversies between **GPA** and the **CONTRACTOR** which arise under, or are by virtue of, this Contract and which are not resolved by mutual agreement, shall be decided by **GPA** pursuant to Guam Procurement laws and regulations.
- (b) **CONTRACTOR** may pursue applicable remedies under the Guam Procurement Law and regulations and the Government Claims Act.
- (c) The **CONTRACTOR** shall comply with any decision of **GPA** and proceed diligently with performance of this Contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Contract; provided, however, that in any event the **CONTRACTOR** shall proceed diligently with the performance of

the Contract where the General Manager of **GPA** has made a written determination that continuation of work under the Contract is essential to the welfare of the territory. This Contract is made under, and shall be governed and construed in accordance with, the laws, statutes and regulations of the Territory of Guam, to the exclusion of all other legal systems. Wherever a term defined by the Uniform Commercial Code is used in the Contract the definition contained in the Uniform Commercial Code of Guam will control, unless otherwise specified.

The parties expressly submit to the jurisdiction of the Superior Court of the Territory of Guam, for the resolution of any dispute or difference or claims between the parties in connection with the Contract, and to service of process by registered mail. The **CONTRACTOR** agrees to accept the jurisdiction of the Superior Court of the Territory of Guam for the resolution of any claims including but not limited to, claims for consequential, special or punitive damages. Judgment upon any award rendered by the Superior Court of the Territory of Guam may be entered in any court of any country having jurisdiction, and such award shall be binding upon the parties. The **CONTRACTOR** waives all rights against **GPA** to claim consequential, special or punitive damages.

SECTION 22. CONTRACTOR'S INSURANCE

Contractor shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by GPA, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

- A. WORKMEN'S STATUTORY COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE:** The Contractor shall take out and maintain during the life of this Contract the applicable statutory Workmen's Compensation Insurance with an insurance company authorized to write such insurance and in the applicable State or Territory covering all his employees, and in the case of any work sublet, the Contractor shall require the Subcontractor similarly to provide statutory Workmen's Compensation Insurance for the latter's employees. The Contractor shall secure and maintain, during the life of this Contract, Employer's Liability Insurance with a limit of \$500,000 with an insurance company authorized to write such insurance in all states or territories where the Contractor will have employees located in the performance

of this Contract. Contractor shall provide a Waiver of Subrogation in favor of GPA via endorsement to the Workers Compensation policy.

B. COMMERCIAL GENERAL LIABILITY:

1. The Contractor shall maintain, during the life of this Contract, such Commercial General Liability as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage, which may arise from operations under this Contract whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided Liability Insurance shall be as follows:

Bodily Injury Limits: \$ 1,000,000 Each Person

Property Damage Limits: \$ 1,000,000 Each Occurrence

 \$ 2,000,000 Aggregate

2. The Commercial General Liability required by the preceding Subparagraph 1 shall include the following extensions of coverage:

- (a) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (b) Contractual Liability coverage shall be included.
- (c) Protective Liability coverage shall be included to protect the Contractor against claims arising out of operations performed by his Subcontractors.
- (d) Products Liability and/or Completed Operations coverage shall be included.
- (e) GPA shall be an additional insured on Commercial General Liability policy.
- (f) Contractor shall grant Waiver of Subrogation in favor of GPA.

C. AUTOMOBILE LIABILITY INSURANCE:

The Contractor shall take out and maintain during the life of the Contract, such Automobile Liability insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage, which may

arise from the operations of any owned, hired or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this Contract. GPA shall be an additional insured on Auto Liability policy. Contractor will grant Waiver of Subrogation in favor of GPA. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury Limits:	\$ 1,000,000 Each Person
	\$ 1,000,000 Each Occurrence
Property Damage Limits:	\$ 1,000,000 Each occurrence

D. POLLUTION LIABILITY INSURANCE:

The Contractor shall take out and maintain during the life of the Contract, Pollution Liability Insurance with minimum limits of \$5,000,000 that provides coverage for third party bodily injury, third party property damage, and clean-up cost whether ordered by a government entity or not ordered by a government entity. Grant waiver of subrogation in favor of GPA. GPA is to be an additional insured.

E. EXCESS LIABILITY

Excess Liability with limits of \$5,000,000. GPA shall be an additional insured. Contractor shall grant Waiver of Subrogation in favor of GPA.

F. CERTIFICATE OF INSURANCE:

The Contractor shall furnish GPA with two (2) copies of a Certificate of Insurance evidencing policies required in Paragraphs B, C, D, E, and F above. Such certificates shall specifically indicate that the Commercial General Liability Insurance includes all extensions of coverage required in Paragraph C., Subparagraph 2. above. Such certificate shall specifically state that the insurance company or companies issuing such insurance policies shall give GPA at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Contract, the Contractor shall furnish a Certificates of Insurance evidencing renewal of such coverage to GPA. The Certificates of Insurance shall clearly show this Contract number.

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 B, C, D, E, and F above, including the extensions of coverage required under Paragraph C., 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 C. 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 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 23. 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 24. TRANSPORTATION

CONTRACTOR shall arrange for the transportation of the Miscellaneous Lubricants for Medium-Speed Diesel Engines to GPA.

All risk of loss, cost and liabilities prior to the time of passage of title for the Supply of Miscellaneous Lubricants for Medium-Speed Diesel Engines shall be on the **CONTRACTOR**.

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.

SECTION 25. 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 diesel engine miscellaneous lubricants 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 diesel engine cylinder lubrication oil supply from another source immediately upon issuance of such notification or whenever it deems appropriate.

SECTION 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 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 diesel engine miscellaneous lubricants and bring suit in the Superior Court of Guam for amounts past due and as they become due.

SECTION 27. FAILURE TO COMPLY WITH LAWS

In the event the **CONTRACTOR** or any person or entity identified as principals in the offer submitted in connection with the bid shall be found by any court or administrative agency having jurisdiction over the subject matter of the violation, to have violated any law, rule or regulation in connection with **CONTRACTOR** 's performance of the obligations under the Contract in any

manner whatsoever directly or indirectly which violation shall constitute a breach of the peace, or an act involving moral turpitude or otherwise constitute endangerment of the health, safety and welfare of the citizens of the Territory of Guam, **GPA** may at its sole discretion terminate this Contract upon THIRTY (30) days written notice.

SECTION 28. 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 Miscellaneous Lubricants for Medium-Speed Diesel Engines supply from another source upon notification to CONTRACTOR either by e-mail or in writing. Miscellaneous Lubricants for Medium-Speed Diesel Engines to be procured shall be at the prevailing market price at the time of partial termination or suspension.

In the event of termination because of GPA’s default, the CONTRACTOR shall not be liable for the difference between the contract price and the prevailing market price at the time of termination.

SECTION 29. 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 30. TERMINATION FOR CONVENIENCE

(a) Termination.

The delivery of diesel engine miscellaneous lubricants 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 Miscellaneous Lubricants for Medium-Speed Diesel Engines under the Contract is terminated, and the Contract shall be terminated effective THREE HUNDRED SIXTY (360) 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 Miscellaneous Lubricants for Medium-Speed Diesel Engines supply delivery and on the date set in the Notice of Termination the **CONTRACTOR** will stop delivery of diesel engine miscellaneous lubricants to the extent specified. The **CONTRACTOR** shall also terminate outstanding orders and Contracts, if any, as they relate to the terminated Contract for diesel engine miscellaneous lubricants supply. The **CONTRACTOR** shall settle the liabilities and claims arising out of the termination of orders and Contracts, if any, connected with the terminated Miscellaneous Lubricants for SMedium-Speed Diesel Engines 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 Miscellaneous Lubricants for Medium-Speed Diesel Engines 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 Miscellaneous Lubricants supply for Medium-Speed Diesel Engines 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 diesel engine cylinder lubrication 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) Miscellaneous Diesel engine lubricants 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 diesel engine miscellaneous lubricants 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 diesel engine miscellaneous lubricantss 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 31. 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 32. COVENANT AGAINST CONTINGENT 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 33. 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: _____

SECTION 34. 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 35. 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.

CONTRACTOR and **GPA** shall not transfer or assign its rights and obligations under this contract, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, the **CONTRACTOR** may transfer or assign its rights and obligations under this contract, in whole or in part, to a US based affiliate (as defined hereinafter), with ninety (90) days prior notice to and at the consent of **GPA**. For the purpose of this contract, "US based affiliate" means any company or legal entity based in the United States of America which (a) controls either directly or indirectly a party hereto, or (b) is controlled directly or indirectly by such party, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such party. "Control" for purposes of the previous sentence means the ability to direct the management and policies of a company or legal entity, whether through ownership of securities, by contract or otherwise.

SECTION 36. TIME

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

SECTION 37. SPECIFICATIONS

Should **GPA** wish to alter any of the specifications set out in Section 9, method and 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 the provisions under Section 21 (Governing Law and Disputes) clause. However, nothing in this clause shall excuse the **CONTRACTOR** from proceeding with the Contract diesel engine peaking gen-sets miscellaneous lubricants specifications as changed.

SECTION 38. 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 39. 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 40. 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 41. 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 42. SUCCESSORS IN INTEREST

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

SECTION 43. PARTIAL INVALIDITY

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

SECTION 44. 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 45. 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 46. RESTRICTIONS AGAINST CONTRACTOR EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

GCA 5 §5253(b) restricts the CONTRACTOR against employing convicted sex offenders from working at Government of Guam venues. It states:(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the CONTRACTOR has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the CONTRACTOR is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

SECTION 47. 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-032-15**. This Contract is subject to the approval of **GPA** 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 (Interim)

DATE

For **(CONTRACTOR):**
(Company Name and Seal)

CONTRACTOR, Duly Authorized
REPRESENTATIVE OF COMPANY

DATE

APPROVED AS TO FORM:

Graham Botha, Legal Counsel
GUAM POWER AUTHORITY

DATE



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Edward J.B. Calvo
Governor

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

Raymond S. Tenorio
Lieutenant Governor

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 _____ 2015.

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

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



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

**SPECIAL PROVISION
FOR
MAJOR SHAREHOLDERS 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:

"Section 5233 Disclosure of Major Shareholders. As a condition of submitting a bid or offer, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid, or, that it is a not for profit organization that qualifies for tax exemption under the Internal Revenue Code of the United States or the Business Privilege Tax law of Guam, Title 12, Guam Code Annotated, Section 26203©. With the exception of not for profit organizations, the affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or offer and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying."

- 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.**

MAJOR SHAREHOLDERS OF DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)

HAGATNA, GUAM)

I, undersign, _____,
(partner or officer of the company of, etc.)

being first duly sworn, deposes and says:

1. That the person who have held more than ten percent (10%) of the company's shares during the past twelve (12) months are as follows:

<u>Name</u>	<u>Address</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total number of shares		_____

2. 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>
_____	_____	_____
_____	_____	_____

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 Commision expires _____.

NON-COLLUSION AFFIDAVIT

Guam)
)ss:
Hagatna)

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

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

(Declarant)

SUBSCRIBED AND SWORN to me before this _____ day of _____, 2015.

)Seal(

Notary Public

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT

(Offeror)

TERRITORY OF GUAM)

HAGATNA, GUAM)

SS:

_____, being first duly sworn, deposes and says:

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

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2015.

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

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT

(Proposer)

TERRITORY OF GUAM)

)

SS:

HAGATNA, GUAM)

)

_____, being first duly sworn, deposes and says:

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

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

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

SUBSCRIBED AND SWORN to before me this ____day of _____, 2015.

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

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

Procurement No.: _____

Name of Offeror Company: _____

_____ hereby certifies under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2015.

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



GUAM POWER AUTHORITY

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

SPECIAL PROVISIONS

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

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

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

Signature of Bidder Date

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

Subscribed and sworn before me this _____ day of _____, 2015.

Notary Public



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
 P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Edward J.B. Calvo
 Governor

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

Raymond S. Tenorio
 Lieutenant Governor

Accountability	Impartiality	Competence	Openness	Value
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LOCAL PROCUREMENT PREFERENCE APPLICATION

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

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

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

- () (a) A licensed bonafide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, suing workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory for the Pacific Islands; or
- () (b) A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured; or
- () (c) A business that has a bonafide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or One Hundred Fifty Thousand Dollars (\$150,000.0) whichever is less, of supplies and items of a similar nature to those being sought; or
- () *(d) A service actually in business, doing a substantial business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or national of the United States, or persons who lawfully admitted to the United States to work, based on their citizenship in any of the nations previously comprising the Trust Territory of the Pacific Islands.

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

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

 Bidder Representative Signature

 Date

NOTE:

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

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 bid or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER’S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier’s Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Power Authority in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier’s check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) **Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.**
- [X] 12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check payable to the Guam Power Authority issued by any of the local Banks or Bonding Institution in the amount equal to FIFTEEN PERCENT (15%) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are

violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202.03.4).

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

agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).

- [] 24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief tem description and quantity. Letter marking shall not be less than 3/4" in height.
- [] 25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Guam Power Authority Dededo Warehouse at (671) 653-2073 and/or Guam Power Authority Cabras Warehouse at (671) 475-3319, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 26. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [] 27. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 28. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 29. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [] 30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [] 31. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- c) **Compliance with this Section is a condition of this Bid.**
- [X] 32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 33. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 34. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, se, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 35. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 36. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [] 37. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.

- [] 38. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative towards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.

- [X] 39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.

- [X] 40. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be receive by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not e due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).

- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

- [X] 43. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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