



GUAM POWER AUTHORITY

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

MEMORANDUM

To: Administrative Law Judge Joephet Alcantara, Guam Public Utilities Commission

From: GPA Legal Counsel Marianne Woloschuk

Date: February 14, 2025

Re: Request for Information re Docket No. 25-08 – Approval of Contract to Increase Urea Supply

Below are responses to your request for information of February 13, 2025. If you need anything further, please do not hesitate to contact us.

1. Please provide a copy of the existing Urea Supply contract with Pacific Petroleum Trading Company.

GPA Response: See Attachments 1 & 2 which contain the purchase orders for the vendor. There is no other contract document except the purchase orders.

Purchase Orders issued:

Attachment No.	Purchase Order No.	Description	Amount
1	30625-OP (with Amendment 1)	Initial Urea PO for FY 22. PO was amended to decrease the amount to close for end of the fiscal year.	\$ 131,909.12
2	31097-OP (with Amendments 1- 5)	Urea PO for FY 23. PO was amended to*: 1. Extend PO and increase for FY 24 2. Decrease PO amount 3. Close out balance for FY 23 4. Close out balance for FY 24 5. Extend PO and increase for FY 25	\$ 1,351,180.86

TOTAL \$ 1,483,089.98

Note that in FY 2024, in order to expedite purchase order processing, existing purchase orders for multiple year services were to be amended to cover costs for the next fiscal

year and to close out balances for the prior fiscal year. This explains the multiple amendments for Purchase Order 31097-OP. GPA fiscal years start October 1.

2. Please provide a copy of IFB GPA-022-22.

GPA Response: See Attachment 3 (Attachment 3 - GPA-022-22 IFB w Amendments 1-3.pdf) which includes the bid amendments.

3. Please state whether there was any increase in the price of Urea? If so, why?

GPA Response: Attachment 4 (Attachment 4 - GPA-022-22 Bid Analysis.pdf) provides the bid price for each year of the base term and extension years. Below is an excerpt from the document that shows the pricing provided by the bidder is increased over each year of the five-year term. The contracted supplier was the sole bidder as indicated in the bid analysis document.

CONTRACT PERIOD	BID PRICE (up to 3 decimal places)
Diesel Exhaust Fluid (Urea), US\$/liter	
1 st Year	\$0.890
2 nd Year	\$1.350
3 rd Year	\$1.950
1 st year extension (optional)	\$2.900
2 nd year extension (optional)	\$2.900

4. Please state whether there was any decrease in the price of Urea? If so, why?

GPA Response: GPA reached out to the contracted supplier for consideration in the reduction of the UREA bid price due to projected volumes and costs. Attachment 5 - PPTC - Price Reduction-signed.pdf is the letter from the supplier indicating a proposed reduction in price.

5. Please explain the fluctuation in usage and projected usage of Urea during fiscal years 2024 through 2027.

GPA Response: The initial UREA contract supply was to the Yigo Diesel Units which was the former Aggreko temporary power contracted after the fire at the Cabras 3&4 Power Plant in 2015. GPA would purchase the units and operate them over the past several years. GPA had attempted to secure a Performance Management Contract (PMC) of the

Yigo diesel units but was not able to secure a contract and the units have since deteriorated requiring units to be completely replaced. GPA is still pursuing a Yigo Diesel Unit PMC to include replacement but this may take a couple of years to achieve.

After Typhoon Mawar, GPA obtained CCU and PUC approval due to address the deteriorated generation capacity and projected peak loads expected before the commissioning of the Ukudu Power Plant. The new Aggreko temporary power contract would provide additional reserve to support maintenance of generation units and aid in meeting the projected peak demands. The temporary power plant commissioned in July of 2024. The Aggreko units are the most efficient and reliable units and are operating an average 12-18 hours a day to support load demands. Operations of these units require UREA to address emission control requirements and the volume and cost of the UREA is dependent on the operating hours. This was the reason of the increased volumes of UREA in 2024 and through July of 2026. The Aggreko contract expires in July of 2026. GPA has only estimated UREA consumption for the Aggreko units through this period.

SHIP TO: RECEIVING SECTION: GUAM POWER AUTHORITY P.O. BOX 2977 HAGATNA, GUAM 96932 TELEPHONE: (671) 648-3054/55		PURCHASE ORDER		THIS PURCHASE ORDER NUMBER 30625	
Yigo Diesel Power Plant		 GUAM POWER AUTHORITY ATURIDÁT ILEKTRESEDÁT GUÅHAN P.O. Box 2977 Hagatna, Guam 96932		MUST APPEAR ON ALL INVOICES. PACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE, ETC.	
DFEJERAN1	SSTAINATON <i>SST</i>	TELEPHONE: (671) 648-3054/5 FAX: (671) 648-3165		PO DATE 9/11/2023	JOB ORDER NO./OBJ 58420.501000.83

V E N D O R	Vendor Number: 5173533	AUTHORITY:	3109	COPY
	PACIFIC PETROLEUM TRADING CORP.	INVITATION NO.:	GPA-022-22	
	P.O. BOX 8801	CONTRACT NO.:	C-022-22	
	TAMUNING, GUAM 96931	TIME FOR DELIVERY:		
	TEL: (671) 486-5460	COMPLETION:		
FAX: (671) 646-4388	EXPIRATION:	09/30/2022		
EMAIL: andypark@ppcguam.com	DISCOUNT TERMS:			
	REQUISITION NO:	36186 OR		

NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	AMENDMENT NO.: I		L		(\$60,998.38)

Amend to cancel the remaining balance of this purchase order.
Cancellation is necessary to close Fiscal Year 2022.

This purchase order is now closed and completed.

The total value of this purchase order had DECREASED by
\$60,998.38 from \$192,907.50 to a new total of \$131,909.12.

Ref.: Close out dated March 29, 2023.

REVIEWED BY: *Jamie Lynn C. Pangelinan* 9/14/2023
 JAMIE LYNN C. PANGELINAN Date
 Supply Management Administrator

INSTRUCTIONS TO VENDOR: SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932 PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION	(\$60,998.38)	<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
	TOTAL	

ACKNOWLEDGED BY: <u><i>Andrew Park</i></u> DATE: <u>9/17/23</u> SIGNATURE OF VENDOR RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165	SIGNATURE: <u><i>John M. Benavente</i></u> for _____ 9/14/2023 JOHN M. BENAVENTE, P.E. General Manager Date Delegated Authority
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DFEJERAN1
COPY



PURCHASE ORDER
GUAM POWER AUTHORITY
 ATURIDÁT ILEKTRESEDÁT GUÅHAN
 P.O. Box 2977
 Hagatna, Guam 96932
TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER
NO: 30625 OP
 MUST APPEAR ON ALL INVOICES.
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE, ETC.

PO DATE
 4/5/2022

JOB ORDER NO./OBJ
 58420.501000.83

VENDOR
 PACIFIC PETROLEUM TRADING CORP.
 P.O. BOX 8801
 TAMUNING, GUAM 96931
 TEL: (671) 646-5245/687-1714
 FAX: (671) 646-4388
 EMAIL: andypark@ppcguam.com

SHIP TO
RECEIVING SECTION:
 GUAM POWER AUTHORITY
 P.O. BOX 2977
 HAGATNA, GUAM 96932
 TELEPHONE: (671) 648-3054/5
 Yigo Diesel Power Plant

AUTHORITY
 3109

INVITATION NO.
 GPA-022-22

CONTRACT NO.
 C-022-22

TIME FOR DELIVERY

COMPLETION/EXPIRATION
 09/30/2022

DISCOUNT TERMS:

DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
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Fuel handling Diesel Exhaust Fluid / UREA		L		\$192,907.50	36186 OR 4/5/2022
To provide the Guam Power Authority, Yigo Diesel Power Plant with Diesel Exhaust Fluid/UREA. Commencement shall be upon receipt of purchase order and expires on September 30, 2022 or upon exhaustion of funds, whichever occurs first. Reference: GPA-022-22 ----- *COST BREAKDOWN: *ITEM: Diesel Exhaust Fluid, \$/liter *BID PRICE (up to 3 decimal places): \$0.890 *ESTIMATED QUANTITY: 32,125 liters / month (36,125 liters x 6 months = 216,750 liters) (April 2022 - September 2022) 216,750 liters x 0.890/liter = \$192,907.50 ----- *GRAND TOTAL: \$192,907.50 ----- GPA POC: Francis Cruz, Asst. Manager of Generation (671) 475-5212 Ju Hyeong Kim, Special Projects Engineer (671) 475-5225 FY22: OP NO.: 30625 APRIL 2022 - September 30, 2022; 6 Months of 1st. Year of 3 Year Base Contract.					

Page 1 of 4

INSTRUCTIONS TO VENDOR:
 SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
 PO BOX 2977 HAGATNA, GUAM 96932
 PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

TOTAL

<< DO NOT FILL THIS ORDER
 IF YOUR TOTAL COST
 EXCEEDS THIS TOTAL

ACKNOWLEDGED BY: Andrew Park DATE: 05/2/2022
 SIGNATURE OF VENDOR
 RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165

SIGNATURE: Beatrice P. Limtiaco Agma 4/13/2022
 BEATRICE P. LIMTIACO AGMA Date
 Delegated Authority

DFEJERAN1
COPY



PURCHASE ORDER
GUAM POWER AUTHORITY
 ATURIDÁT ILEKTRESEDÁT GUÁHAN
 P.O. Box 2977
 Hagatna, Guam 96932
TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER
NO: 30625 OP
 MUST APPEAR ON ALL INVOICES.
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE, ETC.

PO DATE
 4/5/2022

JOB ORDER NO./OBJ
 58420.501000.83

VENDOR
 PACIFIC PETROLEUM TRADING CORP.
 P.O. BOX 8801
 TAMUNING, GUAM 96931
 TEL: (671) 646-5245/687-1714
 FAX: (671) 646-4388
 EMAIL: andypark@ppcguam.com

SHIP TO
RECEIVING SECTION:
 GUAM POWER AUTHORITY
 P.O. BOX 2977
 HAGATNA, GUAM 96932
 TELEPHONE: (671) 648-3054/5
 Yigo Diesel Power Plant



AUTHORITY 3109	INVITATION NO. GPA-022-22	CONTRACT NO. C-022-22	TIME FOR DELIVERY	COMPLETION/EXPIRATION 09/30/2022	DISCOUNT TERMS:
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DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
CONTRACT TERM: 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 terms, upon mutual agreement of both parties. . RESTRICTION AGAINST SEX OFFENDERS: 5 GCA Section 5253, enacted by P.L 28-24 and amended by P.L. 28-98: . The service provider warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of the service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will remove immediately such convicted person from providing services on government					36186 OR

Page 2 of 4

INSTRUCTIONS TO VENDOR: SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932 PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION	 TOTAL	<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL

ACKNOWLEDGED BY: <u>Andrew Park</u> DATE: <u>05/02/2022</u> SIGNATURE OF VENDOR RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165	SIGNATURE: BEATRICE P. LIMTIACO AGMA Delegated Authority	<u>4/13/2022</u> Date
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DFEJERAN1 		PURCHASE ORDER GUAM POWER AUTHORITY ATURIDÁT ILEKTRESEDÁT GUÅHAN P.O. Box 2977 Hagatna, Guam 96932 TELEPHONE: (671) 648-3054/5 FAX: (671) 648-3165	THIS PURCHASE ORDER NUMBER NO: 30625 OP MUST APPEAR ON ALL INVOICES. PACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE, ETC.	
			PO DATE 4/5/2022	JOB ORDER NO./OBJ 58420.501000.83


VENDOR	PACIFIC PETROLEUM TRADING CORP. P.O. BOX 8801 TAMUNING, Guam 96931 TEL: 671 6465245/6871714 FAX: 671 6464388 EMAIL: andypark@ppcguam.com	VENDOR 5173533	SHIP TO	RECEIVING SECTION: GUAM POWER AUTHORITY P.O. BOX 2977 HAGATNA, GUAM 96932 TELEPHONE: (671) 648-3054/5 Yigo Diesel Power Plant

AUTHORITY 3109	INVITATION NO. GPA-022-22	CONTRACT NO. C-022-22	TIME FOR DELIVERY	COMPLETION/EXPIRATION 09/30/2022	DISCOUNT TERMS:
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DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
<p>property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.</p> <p>INDEMNIFICATION CLAUSE: Contractor agrees to indemnify and hold harmless Guam Power Authority, its Directors, Officers, and Employees, from and against any liability, claims, judgements, costs and demands of whatever nature arising from any act, omission or negligence of the Contractor, Subcontractor, Licensees, Agents, or Employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring during the term and performance of this contract.</p> <p>NOTE TO VENDOR: 1. Delivery is no later than the date indicate above. 2. All late deliveries and acceptance are subject to the Liquidated Damages Clause in Section 6-101.09.01 of the Guam Procurement Regulations. 3. All Requests for Delivery Extensions will be closely scrutinized as all items/services are crucial to new customer installation, maintenance, and on-going projects. 4. NOTE: Not withstanding the fact that this contract was written by one (1) party, it will be construed that it was written by two (2) parties.</p>					36186 OR

Page 3 of 4

INSTRUCTIONS TO VENDOR: SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932 PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION		TOTAL	<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL

ACKNOWLEDGED BY: <u>Andrew Park</u> DATE: <u>05/02/2022</u> SIGNATURE OF VENDOR RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165	SIGNATURE: <u></u> BEATRICE P. LIMTIACO AGMA Delegated Authority	<u>4/13/2022</u> Date
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DFEJERAN1

COPY



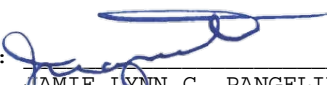
PURCHASE ORDER
GUAM POWER AUTHORITY
 ATURIDÁT ILEKTRESEDÁT GUÅHAN
 P.O. Box 2977
 Hagatna, Guam 96932
TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER
NO: 30625 OP
 MUST APPEAR ON ALL INVOICES.
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE, ETC.



PO DATE 4/5/2022	JOB ORDER NO./OBJ 58420.501000.83
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V E N D O R	PACIFIC PETROLEUM TRADING CORP. P.O. BOX 8801 TAMUNING, GUAM 96931 TEL: (671) 646-5245/687-1714 FAX: (671) 646-4388 EMAIL: andypark@ppcguam.com	VENDOR 5173533	S H I P T O	RECEIVING SECTION: GUAM POWER AUTHORITY P.O. BOX 2977 HAGATNA, GUAM 96932 TELEPHONE: (671) 648-3054/5 Yigo Diesel Power Plant

AUTHORITY 3109	INVITATION NO. GPA-022-22	CONTRACT NO. C-022-22	TIME FOR DELIVERY	COMPLETION/EXPIRATION 09/30/2022	DISCOUNT TERMS:
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DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
PAYMENT TERMS: NET THIRTY (30) DAYS after receipt of ORIGINAL invoice for goods received and/or services rendered. REVIEWED BY:  04/12/2022 for JAMIE LYNN C. PANGELINAN Date Supply Management Administrator					36186 OR

INSTRUCTIONS TO VENDOR: SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932 PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION	\$192,907.50	<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
	TOTAL	

ACKNOWLEDGED BY:  DATE: 05/02/2022 SIGNATURE OF VENDOR RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165	SIGNATURE:  BEATRICE P. LIMTIACO AGMA Date Delegated Authority
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SHIP TO: RECEIVING SECTION: GUAM POWER AUTHORITY P.O. BOX 2977 HAGATNA, GUAM 96932 TELEPHONE: (671) 648-3054/55 Yigo Diesel Power Plant	PURCHASE ORDER  GUAM POWER AUTHORITY ATURIDÁT ILEKTRESEDÁT GUÅHAN P.O. Box 2977 Hagatna, Guam 96932 TELEPHONE: (671) 648-3054/5 FAX: (671) 648-3165	THIS PURCHASE ORDER NUMBER 31097 MUST APPEAR ON ALL INVOICES. PACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE, ETC.	
SSTAINATON	JMMERFALEN 	PO DATE 2/12/2025	JOB ORDER NO./OBJ 58420.501000.83

V E N D O R	Vendor Number: 5173533 PACIFIC PETROLEUM TRADING CORP. P.O. BOX 8801 TAMUNING, GUAM 96931 TEL: (671) 486-5460 FAX: (671) 646-4388 EMAIL: andypark@ppcguam.com	AUTHORITY: 3121 INVITATION NO.: GPA-022-22 CONTRACT NO.: C-022-22 TIME FOR DELIVERY: COMPLETION: EXPIRATION: 09/30/2025 DISCOUNT TERMS: REQUISITION NO: 37007 OR	
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NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
AMENDMENT NO.: V (FY2025)			L		\$943,113.00

Amend to make the following changes:

- Extend the Expiration Date of this purchase order for continued Diesel Exhaust Fluid/UREA services. Commencement shall be October 1, 2024 and expires September 30, 2025 or upon exhaustion of funds, whichever occurs first.

 FY 2025: OP No: 31097 (Amendment No.: V)
 10/01/2024 - 05/01/2025; 3rd. Year of 3 Year Base Contract Completed.
 05/02/2025 - 09/30/2025; 5 Months of 1st Year of Two (2) Additional One (1) Year Terms

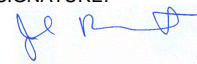
CONTRACT TERM:
 The Contract shall be for Three (3) years to commence fourteen calendar days after the issuance of Notice to Proceed (NTP) with options to extend for TWO (2) additional One (1) year terms, upon mutual agreement of both parties.



- Amend to increase the value of this purchase order. Increase is necessary for continued services for Fiscal Year 2025.

 Ref.: CCU Resolution No. FY2025-10

All others remain the same and unchanged.

INSTRUCTIONS TO VENDOR: SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932 PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION	TOTAL	<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
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ACKNOWLEDGED BY: _____ DATE: _____ SIGNATURE OF VENDOR RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165	SIGNATURE:  JOHN M. BENAVENTE, P.E., General Manager Date Delegated Authority
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SHIP TO: RECEIVING SECTION: GUAM POWER AUTHORITY P.O. BOX 2977 HAGATNA, GUAM 96932 TELEPHONE: (671) 648-3054/55 Yigo Diesel Power Plant	PURCHASE ORDER  GUAM POWER AUTHORITY ATURIDÁT ILEKTRESEDÁT GUÅHAN P.O. Box 2977 Hagatna, Guam 96932 TELEPHONE: (671) 648-3054/5 FAX: (671) 648-3165	THIS PURCHASE ORDER NUMBER 31097 MUST APPEAR ON ALL INVOICES. PACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE, ETC.	
SSTAINATON	JMMERFALEN 	PO DATE 2/12/2025	JOB ORDER NO./OBJ 58420.501000.83

V E N D O R	Vendor Number: 5173533 PACIFIC PETROLEUM TRADING CORP. P.O. BOX 8801 TAMUNING, GUAM 96931 TEL: (671) 486-5460 FAX: (671) 646-4388 EMAIL: andypark@ppcguam.com	AUTHORITY: 3121 INVITATION NO.: GPA-022-22 CONTRACT NO.: C-022-22 TIME FOR DELIVERY: COMPLETION: EXPIRATION: 09/30/2024 DISCOUNT TERMS: REQUISITION NO: 37007 OR
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NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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The total value of this purchase order has INCREASED by \$943,113.00 from \$408,067.86 to a new total of \$1,351,180.86.

Ref.: Manager of Generation's memo request dated October 17, 2024.
 End User's email request dated January 31, 2025.

REVIEWED BY:  _____ 2/13/2025
 JAMIE LYNN C. PANGELINAN Date
 Supply Management Administrator

INSTRUCTIONS TO VENDOR: SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932 PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION	\$943,113.00 TOTAL	<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
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ACKNOWLEDGED BY: _____ DATE: _____ SIGNATURE OF VENDOR RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165	SIGNATURE:  JOHN M. BENAVENTE, P.E., General Manager Date Delegated Authority 2/13/2025
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SHIP TO: RECEIVING SECTION: GUAM POWER AUTHORITY P.O. BOX 2977 HAGATNA, GUAM 96932 TELEPHONE: (671) 648-3054/55 Yigo Diesel Power Plant	PURCHASE ORDER  GUAM POWER AUTHORITY ATURIDÁT ILEKTRESEDÁT GUÅHAN P.O. Box 2977 Hagatna, Guam 96932 TELEPHONE: (671) 648-3054/5 FAX: (671) 648-3165	THIS PURCHASE ORDER NUMBER 31097 MUST APPEAR ON ALL INVOICES. PACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE, ETC.		
SSTAINATON	JMMEFALEN 		PO DATE	JOB ORDER NO./OBJ
			2/12/2025	58420.501000.83

V E N D O R	Vendor Number: 5173533 PACIFIC PETROLEUM TRADING CORP. P.O. BOX 8801 TAMUNING, GUAM 96931 TEL: (671) 486-5460 FAX: (671) 646-4388 EMAIL: andypark@ppcgum.com	AUTHORITY: 3121 INVITATION NO.: GPA-022-22 CONTRACT NO.: C-022-22 TIME FOR DELIVERY: COMPLETION: EXPIRATION: 09/30/2024 DISCOUNT TERMS: REQUISITION NO: 37007 OR	
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NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	AMENDMENT NO.: IV (FY2024)		L		(\$109,076.20)

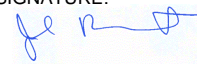
Amend to cancel the remaining balance of this purchase order.
 Cancellation is necessary to close Fiscal Year 2024.



This purchase order is now closed and completed.

The total value of this purchase order has DECREASED by
 \$109,076.20 from \$517,144.06 to a new total of \$408,067.86.

Ref.: Assistant Plant Superintendent Combustion Turbine/Yigo Diesel
 email concurrence dated January 30, 2025.

REVIEWED BY:  _____ 2/13/2025
 JAMIE LYNN C. PANGELINAN Date
 Supply Management Administrator

INSTRUCTIONS TO VENDOR: SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932 PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION	(\$109,076.20) TOTAL	<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
ACKNOWLEDGED BY: _____ DATE: _____ SIGNATURE OF VENDOR RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165	SIGNATURE:  JOHN M. BENAVENTE, P.E., General Manager Date Delegated Authority	

SHIP TO: RECEIVING SECTION: GUAM POWER AUTHORITY P.O. BOX 2977 HAGATNA, GUAM 96932 TELEPHONE: (671) 648-3054/55 Yigo Diesel Power Plant	<h3 style="margin:0;">PURCHASE ORDER</h3>  <p>GUAM POWER AUTHORITY ATURIDÁT ILEKTRESEDÁT GUÅHAN P.O. Box 2977 Hagatna, Guam 96932</p> <p>TELEPHONE: (671) 648-3054/5 FAX: (671) 648-3165</p>	THIS PURCHASE ORDER NUMBER <h2 style="margin:0;">31097</h2> <p>MUST APPEAR ON ALL INVOICES. PACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE, ETC.</p>		
SSTAINATON	JMMERFALEN 		PO DATE 2/12/2025	JOB ORDER NO./OBJ 58420.501000.83

V E N D O R	Vendor Number: 5173533 PACIFIC PETROLEUM TRADING CORP. P.O. BOX 8801 TAMUNING, GUAM 96931 TEL: (671) 486-5460 FAX: (671) 646-4388 EMAIL: andypark@ppcguam.com	AUTHORITY: 3121 INVITATION NO.: GPA-022-22 CONTRACT NO.: C-022-22 TIME FOR DELIVERY: COMPLETION: EXPIRATION: 09/30/2023 DISCOUNT TERMS: REQUISITION NO: 37007 OR
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NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	AMENDMENT NO.: III (FY2023)		L		(\$84,170.00)

Amend to cancel the remaining balance of this purchase order.
 Cancellation is necessary to close Fiscal Year 2023.

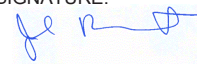
This purchase order is now closed and completed.


The total value of this purchase order has DECREASED by
 \$84,170.00 from \$601,314.06 to a new total of \$517,144.06.

Ref.: Assistant Plant Superintendent Combustion Turbine/Yigo Diesel
 memo request dated January 22, 2025.

REVIEWED BY:  2/13/2025
 JAMIE LYNN C. PANGELINAN Date
 Supply Management Administrator

INSTRUCTIONS TO VENDOR: SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932 PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION	(\$84,170.00) TOTAL	<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
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ACKNOWLEDGED BY: _____ DATE: _____ SIGNATURE OF VENDOR RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165	SIGNATURE:  <u>2/13/2025</u> JOHN M. BENAVENTE, P.E., General Manager Date Delegated Authority
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SHIP TO: RECEIVING SECTION: GUAM POWER AUTHORITY P.O. BOX 2977 HAGATNA, GUAM 96932 TELEPHONE: (671) 648-3054/55		PURCHASE ORDER		THIS PURCHASE ORDER NUMBER 31097	
Yigo Diesel Power Plant				GUAM POWER AUTHORITY ATURIDÁT ILEKTRESEDÁT GUÅHAN P.O. Box 2977 Hagatna, Guam 96932	
SSTAINATON	JAMIECP <i>SST</i>	TELEPHONE: (671) 648-3054/5 FAX: (671) 648-3165		PO DATE 12/18/2023	JOB ORDER NO./OBJ 58420.501000.83


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Vendor Number: 5173533

PACIFIC PETROLEUM TRADING CORP.
P.O. BOX 8801
TAMUNING, GUAM 96931TEL: (671) 486-5460
FAX: (671) 646-4388
EMAIL: andypark@ppcguam.comAUTHORITY: 3121
INVITATION NO.: GPA-022-22
CONTRACT NO.: C-022-22
TIME FOR DELIVERY:
COMPLETION:
EXPIRATION: 09/30/2023
DISCOUNT TERMS:
REQUISITION NO: 37007 OR**COPY**

NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	AMENDMENT NO.: II (FY 2023)		L		(\$336,490.94)
Amend to decrease the remaining balance of this purchase order. Cancellation is necessary to close Fiscal Year 2023.					
All others remain the same and unchanged.					
The total value of this purchase order has DECREASED by \$336,490.94 from \$937,805.00 to a new total of 601,314.06.					
Ref.: Generation notice dated December 7, 2023.					
REVIEWED BY: <u></u> 1/8/2024 JAMIE LYNN C. PANGELINAN Date Supply Management Administrator					

Page 1 of 1

INSTRUCTIONS TO VENDOR: SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932 PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION	(\$336,490.94)	<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
	TOTAL	
ACKNOWLEDGED BY: _____ DATE: _____ SIGNATURE OF VENDOR RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165	SIGNATURE: <u></u> 1/8/2024 BEATRICE P. LIMTIACO General Manager (A) Date Delegated Authority	

RECEIVED

SHIP TO: *By Arlene Quifunas at 2:05 pm, Jan 10, 2024*

PURCHASE ORDER

THIS PURCHASE ORDER NUMBER

31097

RECEIVING SECTION:

GUAM POWER AUTHORITY
P.O. BOX 2977
HAGATNA, GUAM 96932
TELEPHONE: (671) 648-3054/55



GUAM POWER AUTHORITY
ATURIDÁT ILEKTRESEDÁT GUÅHAN
P.O. Box 2977
Hagatna, Guam 96932

MUST APPEAR ON ALL INVOICES.
PACKING SLIPS, PACKAGES, B/L,
CORRESPONDENCE, ETC.

Yigo Diesel Power Plant

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DFEJERAN1 *ST*

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

PO DATE
12/18/2023

JOB ORDER NO./OBJ
58420.501000.83

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Vendor Number: **5173533**

PACIFIC PETROLEUM TRADING CORP.
P.O. BOX 8801
TAMUNING, GUAM 96931

TEL: (671) 486-5460
FAX: (671) 646-4388
EMAIL: andypark@ppcguam.com

AUTHORITY: 3121
INVITATION NO.: GPA-022-22
CONTRACT NO.: C-022-22
TIME FOR DELIVERY:
COMPLETION:
EXPIRATION: 09/30/2024
DISCOUNT TERMS:
REQUISITION NO: 37007 OR

COPY

NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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AMENDMENT NO.: I (FY2024)			L		\$468,902.50
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Amend to make the following changes:

- Extend the Expiration Date of this purchase order. for continued Diesel Exhaust Fluid/UREA. Commencement shall be October 1, 2023 and expires September 30, 2024 or upon exhaustion of funds, whichever occurs first.

FY2024: OP NO.: 31097 (Amendment No.: I)
10/01/2023 - 05/01/2024; 2nd. Year of 3 Year Base Contract Completed.
05/02/2024 - 09/30/2024; 5 Months of 3rd. Year of 3 Year Base Contract.

CONTRACT TERM:
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 terms, upon mutual agreement of both parties.

- Increase the value of this purchase order. Increase is necessary for continued services for Fiscal Year 2024.

Reviewed By: *Jamie Lynn C. Pangelinan* 1/8/2024
JAMIE LYNN C. PANGELINAN DATE

All others remain the same and unchanged.

The total value of this purchase order has INCREASED by \$468,902.50 from \$468,902.50 to a new total of \$937,805.00.

Ref.: Manager of Generation's memo request dated October 31, 2023.

INSTRUCTIONS TO VENDOR:

\$468,902.50

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932



<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL

TOTAL

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

ACKNOWLEDGED BY: *Andrew Park* DATE: 1/10/2024
SIGNATURE OF VENDOR
RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165

SIGNATURE: *Beatrice P. Limtiaco* 1/8/2024
BEATRICE P. LIMTIACO General Manager (A) Date Delegated Authority

SHIP TO: RECEIVING SECTION: GUAM POWER AUTHORITY P.O. BOX 2977 HAGATNA, GUAM 96932 TELEPHONE: (671) 648-3054/55		PURCHASE ORDER		THIS PURCHASE ORDER NUMBER 31097	
Yigo Diesel Power Plant		 GUAM POWER AUTHORITY ATURIDÁT ILEKTRISEDÁT GUÅHAN P.O. Box 2977 Hagatna, Guam 96932		MUST APPEAR ON ALL INVOICES. PACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE, ETC.	
 SSTAINATON	DDREYES	TELEPHONE: (671) 648-3054/5 FAX: (671) 648-3165			

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Vendor Number: 5173533
PACIFIC PETROLEUM TRADING CORP.
P.O. BOX 8801
TAMUNING, GUAM 96931


TEL: (671) 486-5460
FAX: (671) 646-4388
EMAIL: andypark@ppcguam.com

AUTHORITY: 3121
INVITATION NO.: GPA-022-22
CONTRACT NO.: C-022-22
TIME FOR DELIVERY:
COMPLETION:
EXPIRATION: 09/30/2023
DISCOUNT TERMS:
REQUISITION NO: 37007 OR

COPY

NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
			L		\$468,902.50
<p>To provide the Guam Power Authority, Yigo Diesel Power Plant with Diesel Exhaust Fluid/UREA. Commencement shall be upon receipt of purchase order and expires on September 30, 2023 or upon exhaustion of funds, whichever occurs first.</p> <p>Reference: GPA-022-22</p> <p>-----</p> <p>*COST BREAKDOWN: Consumption and prices for UREA purchase order for FY 2023 are as follows:</p> <p>1. *ITEM: Diesel Exhaust Fluid, \$/liter *Bid price (up to 3 decimal places): \$ 0.890 *ESTIMATED QUANTITY: 36,125 liters / month (36,125 liters x 7 months = 252,875 liters)</p> <p>October 01, 2022 - May 01, 2023: 7 Months of 1st year of 3-year base contract Sub Total: 252,875 liters x 0.890 / liter = USD \$225,058.75</p> <p>2. *ITEM: Diesel Exhaust Fluid, \$/liter *Bid price (up to 3 decimal places): \$ 1.350 *ESTIMATED QUANTITY: 36,125 liters / month (36,125 liters x 5 months = 180,625 liters)</p> <p>May 02, 2023 - September 30, 2023: 5 Months of 2nd year of 3-year base contract Sub Total: 180,625 liters x 1.350 / liter = USD \$243,843.75</p>					
Page 1 of 4					

INSTRUCTIONS TO VENDOR: SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932		TOTAL	<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION			
ACKNOWLEDGED BY: <u>Andrew Park</u> DATE: 11/01/22 SIGNATURE OF VENDOR		SIGNATURE: <u>[Signature]</u> 10/31/2022 BEATRICE P. LIMTIACO, General Manager (A) Date Delegated Authority	
RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165			

SHIP TO: RECEIVING SECTION: GUAM POWER AUTHORITY P.O. BOX 2977 HAGATNA, GUAM 96932 TELEPHONE: (671) 648-3054/55		PURCHASE ORDER		THIS PURCHASE ORDER NUMBER 31097	
Yigo Diesel Power Plant		 GUAM POWER AUTHORITY ATURIDÁT ILEKTRESEDÁT GUÅHAN P.O. Box 2977 Hagatna, Guam 96932		MUST APPEAR ON ALL INVOICES. PACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE, ETC.	
 SSTAINATON	DDREYES	TELEPHONE: (671) 648-3054/5 FAX: (671) 648-3165			

V E N D O R	Vendor Number: 5173533	AUTHORITY:	3121
	PACIFIC PETROLEUM TRADING CORP.	INVITATION NO.:	GPA-022-22
	P.O. BOX 8801	CONTRACT NO.:	C-022-22
	TAMUNING, GUAM 96931	TIME FOR DELIVERY:	
	TEL: (671) 486-5460	COMPLETION:	
	FAX: (671) 646-4388	EXPIRATION:	09/30/2023
	EMAIL: andypark@ppcguam.com	DISCOUNT TERMS:	
	REQUISITION NO:	37007 OR	

COPY

NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT

* GRAND Total: \$225,058.75 + \$243,843.75 = USD \$468,902.50					

GPA Point of Contact / Authorized Personnel:

Francis Cruz	- GPA Badge No.: 22816	- Tel. No.: (671) 475-5212
Ju Hyeong Kim	- GPA Badge No.: 5086368	- Tel. No.: (671) 475-5225
Gregory Perez	- GPA Badge No.: 429296	- Tel. No.: (671) 300-8328
Jonathan Medina	- GPA Badge No.: 26278	- Tel. No.: (671) 300-8328
Weneisom "Chris" Landstrom	- GPA Badge No.: 5698313	- Tel. No.: (671) 300-8328

FY2022: OP NO.: 30625
05/02/2022- 09/30/2022; 5 Months of 1st. Year of 3 Year Base Contract.



FY2023: OP NO.: 31097
10/01/2022 - 05/01/2023; 1st. Year of 3 Year Base Contract Completed.
05/02/2023 - 09/30/2023; 5 Months of 2nd. Year of 3 Year Base Contract.

CONTRACT TERM:
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 terms, upon mutual agreement of both parties.

RESTRICTION AGAINST SEX OFFENDERS:
5 GCA Section 5253, enacted by P.L 28-24 and amended by P.L. 28-98:

The service provider warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code

INSTRUCTIONS TO VENDOR:		TOTAL	<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932			
PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION			
ACKNOWLEDGED BY: <u>Andrew Paul</u> DATE: <u>11/01/22</u> SIGNATURE OF VENDOR		SIGNATURE: <u>Beatrice P. Limtiaco</u> 10/31/2022 BEATRICE P. LIMTIACO, General Manager (A) Date Delegated Authority	
RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165			

SHIP TO: RECEIVING SECTION: GUAM POWER AUTHORITY P.O. BOX 2977 HAGATNA, GUAM 96932 TELEPHONE: (671) 648-3054/55		PURCHASE ORDER		THIS PURCHASE ORDER NUMBER 31097	
Yigo Diesel Power Plant		 GUAM POWER AUTHORITY ATURIDÁT ILEKTRESEDÁT GUÅHAN P.O. Box 2977 Hagatna, Guam 96932		MUST APPEAR ON ALL INVOICES. PACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE, ETC.	
	DDREYES	TELEPHONE: (671) 648-3054/5 FAX: (671) 648-3165		PO DATE 10/12/2022	JOB ORDER NO./OBJ 58420.501000.83

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Vendor Number: **5173533**

PACIFIC PETROLEUM TRADING CORP.
P.O. BOX 8801
TAMUNING, GUAM 96931

TEL: (671) 486-5460
FAX: (671) 646-4388
EMAIL: andypark@ppcguam.com

AUTHORITY: 3121
INVITATION NO.: GPA-022-22
CONTRACT NO.: C-022-22
TIME FOR DELIVERY:
COMPLETION:
EXPIRATION: 09/30/2023
DISCOUNT TERMS:
REQUISITION NO: 37007 OR

COPY

NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of the service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

INDEMNIFICATION CLAUSE: Contractor agrees to indemnify and hold harmless Guam Power Authority, its Directors, Officers, and Employees, from and against any liability, claims, judgements, costs and demands of whatever nature arising from any act, omission or negligence of the Contractor, Subcontractor, Licensees, Agents, or

Page 3 of 4

INSTRUCTIONS TO VENDOR: SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932		<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
	TOTAL	
PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION		

ACKNOWLEDGED BY: <u>Andrew Park</u> DATE: <u>11/01/22</u> SIGNATURE OF VENDOR RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165	SIGNATURE: <u>[Signature]</u> BEATRICE P. LIMTIACO, General Manager (A) Date Delegated Authority <u>10/31/2022</u>
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SHIP TO: RECEIVING SECTION: GUAM POWER AUTHORITY P.O. BOX 2977 HAGATNA, GUAM 96932 TELEPHONE: (671) 648-3054/55		PURCHASE ORDER		THIS PURCHASE ORDER NUMBER 31097	
Yigo Diesel Power Plant		 GUAM POWER AUTHORITY ATURIDÁT ILEKTRESEDÁT GUÅHAN P.O. Box 2977 Hagatna, Guam 96932		MUST APPEAR ON ALL INVOICES. PACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE, ETC.	
SSTAINATON	DDREYES	TELEPHONE: (671) 648-3054/5 FAX: (671) 648-3165		PO DATE 10/12/2022	JOB ORDER NO./OBJ 58420.501000.83

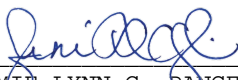
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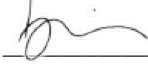
Vendor Number: 5173533
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TAMUNING, GUAM 96931

TEL: (671) 486-5460
FAX: (671) 646-4388
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AUTHORITY: 3121
INVITATION NO.: GPA-022-22
CONTRACT NO.: C-022-22
TIME FOR DELIVERY:
COMPLETION:
EXPIRATION: 09/30/2023
DISCOUNT TERMS:
REQUISITION NO: 37007 OR

COPY

NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring during the term and performance of this contract.				
	NOTE TO VENDOR: 1. Delivery is no later than the date indicate above. 2. All late deliveries and acceptance are subject to the Liquidated Damages Clause in Section 6-101.09.01 of the Guam Procurement Regulations. 3. All Requests for Delivery Extensions will be closely scrutinized as all items/services are crucial to new customer installation, maintenance, and on-going projects. 4. NOTE: Not withstanding the fact that this contract was written by one (1) party, it will be construed that it was written by two (2) parties.				
	PAYMENT TERMS: NET THIRTY (30) DAYS after receipt of ORIGINAL invoice for goods received and/or services rendered.				
	REVIEWED BY: <u></u> 10/31/2022 JAMIE LYNN C. RANGELINAN Date Supply Management Administrator				
Page 4 of 4					

INSTRUCTIONS TO VENDOR: SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932 PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION	\$468,902.50	<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
	TOTAL	
ACKNOWLEDGED BY: <u></u> DATE: 11/01/22 SIGNATURE OF VENDOR RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165	SIGNATURE: <u></u> 10/31/2022 BEATRICE P. LIMTIACO, General Manager (A) Date Delegated Authority	



GUAM POWER AUTHORITY

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

To All Interested Parties:

I hereby acknowledge the following *GLOBAL NOTICE: COVID-19 PANDEMIC requirements*:

To ensure the safety and well-being of personnel and prospective bidders, please be advised of the following:

1. Six (6) Feet of Social Distancing shall be practiced.
2. Mandatory face mask required for each individual.
3. Temperature checks shall be conducted upon entrance of the Gloria B. Nelson Public Service Building.
4. One (1) Personnel per Prospective Bidder to submit and attend public opening.
5. One (1) Personnel per Prospective Offeror to submit an RFP proposal.
6. Prospective Bidders may attend the virtual public opening via WEBEX.

COMPANY NAME:

NAME OF INDIVIDUAL:

Print / Sign

Date

BID NO.: GPA-022-22

RFP NO.: _____



JOSEPH T. DUENAS
Chairman

JOHN M. BENAVENTE, P.E.
General Manager

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

Accountability · Impartiality · Competence · Openness · Value

INVITATION FOR BID (IFB) NO.: GPA-022-22
DESCRIPTION: SUPPLY OF DIESEL EXHAUST FLUID/UREA FOR YIGO DIESEL POWER PLANT

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 two (2) copies, at the closing date and time.

- (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; or
 - 2. Power of Attorney issued by the Surety to the Resident General Agent or the following:
 - a. Current Sworn Annual Report (Limited Liability Company (LLC) and/or Corporation) or;
 - b. Current Renewal of Annual Limited Liability Partnership (LLP); or
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

- () STATEMENT OF QUALIFICATION;
- () SAMPLES;
- (XX) BROCHURES/DESCRIPTIVE LITERATURE; (Shall provide detailed literature on items offered)
- (XX) OWNERSHIP AND INTEREST DISCLOSURE AFFIDAVIT; *Pursuant to Public Law 36-13*
- (XX) NON-COLLUSION AFFIDAVIT; *Pursuant to Public Law 36-13*
- (XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;
- (XX) ETHICAL STANDARDS AFFIDAVIT;
- (XX) WAGE DETERMINATION AFFIDAVIT;
- (XX) RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

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

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

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

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

On this _____ day of _____ 2022, 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
1st. Floor, Room 101
Procurement Management Materials Supply
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913


for JOHN M. BENAVENTE, P.E. 2/8/2022 DATE
General Manager

DATE ISSUED: _____ BID INVITATION NO.: GPA-022-22

BID FOR: SUPPLY OF DIESEL EXHAUST FLUID/UREA FOR YIGO DIESEL
POWER PLANT

SPECIFICATION: SEE ATTACHED

DESTINATION: SEE ATTACHED

REQUIRED DELIVERY DATE: SEE ATTACHED

CUT-OFF DATE FOR RECEIPT OF QUESTIONS: _____

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) _____, Date: _____ 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:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

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

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON

Invitation For Bid

GPA-022-22

**SUPPLY OF DIESEL EXHAUST FLUID/UREA
FOR YIGO DIESEL POWER PLANT**



RONALD C. OKADA
Manager of Generation

MELINDA C. MAFNAS, P.E.
Asst. General Manager, Ops.

JOHN M. BENAVENTE, P.E.
General Manager

Scope of Work

1. INVITATION FOR BID

The Guam Power Authority (GPA), hereinafter referred to as GPA, is a public utility corporation that provides electric power service throughout the entire island of Guam. The Yigo Diesel Power Plant consists of 39 generator sets enclosed in standard size ISO 20-foot containers with integrated lifting forging on the corners. These units are rated individually at a 1014 KW gross output and are operated in either prime power or standby mode. All engines run on ultra-low sulfur diesel fuel that contain less than 15 parts per million (ppm) of sulfur.

The Yigo Diesel Power Plant burns Ultra Low Sulfur Diesel fuel oil no. 2 with viscosity of 1.9 cSt (min) / 4.1cSt (max) @40°C, Flash point of 125°F min.

Each engine is equipped with a Selective Catalyst Reduction (SCR) unit to mitigate emissions of NOx and CO. The SCR system was installed and commissioned in May 03, 2017. The SCR system consist of the individual SCR unit mounted on each generator set, three Diesel Exhaust Fluid (DEF) Storage tanks, four unloading and supply pumps. The Diesel Exhaust Fluid (DEF) consumed by the plant is urea at the rate of about 2.67 Gal/MWh. It burns completely in the exhaust process, leaving no waste product.

The MSDS for the current supply of DEF to the Yigo Diesel units is in Appendix A.

GPA is inviting interested Firms to provide contractual services for the Supply of Diesel Exhaust Fluid for the Yigo Diesel Power Plant. 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.

2. DESCRIPTION OF WORK

GPA is soliciting service from qualified firms for the Supply of Diesel Exhaust Fluid (EDF) for GPA's Yigo Diesel Generators.

The service will include:

- A. Reliable supply and delivery of Diesel Exhaust Fluid (DEF) to GPA's Yigo Diesel Generator (co-located with the Yigo Combustion Turbine Plant) in accordance with the technical specifications of Diesel Exhaust Fluid (DEF) described below. **Service shall be provided on an AS-NEEDED basis, and Supplier shall be available 24 hours a day, 7 days a week, as GPA will require.**

Diesel Exhaust Fluid (EDF)

Color	Clear
Urea, wt %	31.8 – 33.2
Specific Gravity @ 68°F, kg/m ³	1.085 – 1.095
Specific Gravity @ 68°F, lbs/gallon	9.07 – 9.12
Refractive Index at 68 F	1.3814 – 1.3843
Alkalinity as NH ₃ , wt % maximum	0.2
Biuret, wt%	0.3 Max.
Aldehydes, ppm	5 Max.
Insoluble, ppm	20 Max.
Phosphates, ppm	0.5 Max.
Calcium, ppm	0.5 Max.
Iron, ppm	0.5 Max.
Copper, ppm	0.2 Max.
Zinc, ppm	0.2 Max.
Chromium, ppm	0.2 Max.
Nickel, ppm	0.2 Max.
Aluminum, ppm	0.5 Max.
Magnesium, ppm	0.5 Max.
Sodium, ppm	0.5 Max.
Potassium, ppm	0.5 Max.
Freezing Point, °F (Undiluted)	12
Water Quality	Demineralized

- B. GPA's Yigo Diesel Generator site (co-located with Yigo Combustion Turbine) shall be available between 8:00 AM and 5:00 PM daily. Date and time of delivery will be finalized by GPA and the Supplier within 12 hours after the delivery request is made by GPA.

C. Estimated Quantities

- a. GPA has three (3) Urea Storage Tanks with a capacity of 45,925 liters. Based on current usage, if all three tanks are topped-off, the quantity of supply will be adequate for about nine weeks, with the units operating at an average of 200 MWH daily.
- b. The **estimated** total Diesel Exhaust Fluid (DEF) requirement for the Yigo Diesel Power Plant is as follows:

Estimated minimum consumption per year = 365 days x 200 MWH x 10.12 liters = 738,760 liters

- c. The Supplier will store three (3) containers on the Supplier's storage facilities and will deliver to GPA as needed.

D. Contract Term

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.

E. Contract Price

The total contract price in U.S. Dollars for Diesel Exhaust Fluid (DEF) delivered to GPA shall be inclusive of all costs and liabilities incurred prior to delivery.

F. Supplier's Responsibilities:

- a. Supplier shall be responsible for labor, tools, equipment and supervision of delivery of DEF, including containers, to GPA's designated site and storage facility. Supplier shall also be responsible for the removal of containers when emptied.
- b. Supplier shall be responsible for compliance with local and federal regulations such as but not limited to Spill Prevention, Control and Countermeasure, and all other requirements by the Guam EPA, US EPA, and Department of Transportation.
- c. Supplier shall provide GPA the names and contact information for placing an order for DEF.
- d. Delivery shall be made in 24 hours or less from the time that GPA requests for supply. Upon receiving GPA request, the date and time of delivery shall be confirmed by supplier within 12 hours after request is made, and delivery shall be made to the site within 24 hours from the date and time of call.
- e. The Supplier shall follow Standard Operating Procedures and industry best practices in the performance of services related to the delivery of Diesel Exhaust Fluid.

-
- f. The Supplier shall provide contact information as specified on the table below, and ensure that a contact person is available at all times to receive GPA's call. The Supplier shall designate a person with authority to act on behalf of Supplier with respect to Supplier's obligations under this solicitation.
 - g. The Supplier shall provide service invoice or receipt for each call responded to. The invoice or receipt shall include, at a minimum:
 - Date and Time that the service was provided, and the employee that responded to GPA's request.
 - Start time & end time of service
 - Details on the applicable rates and charges
 - h. The Supplier is liable for any damages to GPA and the site caused by their personnel when delivering DEF, including the expenses, resources, and manpower required to address damages, including but not limited to product spills and site contamination.

G. GPA's Responsibilities:

- a. GPA shall provide Supplier access to facilities as is necessary for the performance of Supplier's functions in connection with the services required.
- b. If, for any reason, the Supplier is unable to provide services at the time it is required by GPA, GPA may obtain alternate or substitute services elsewhere. Should the charges be higher than the rates of the Supplier, the Supplier will be responsible for paying the difference (increase in cost) to GPA. GPA reserves the right to cancel the contract if the Supplier fails to provide services more than 2 times.
- c. GPA shall ensure that required documentation are completed and copies provided to GPA at the end of delivery.

H. Details of Delivery

- a. Supplier shall be responsible for labor, tools, equipment and supervision of delivery of DEF to GPA's designated site and storage facility. Supplier shall also provide the container of Urea to be delivered on site labor, tools, equipment and supervision of delivery of DEF, including containers, to GPA's designated site and storage facility and removal of such containers when emptied.
- b. Supplier shall be responsible for compliance with local and federal regulations such as but not limited to Spill Prevention, Control and Countermeasure, and all other requirements by the Guam EPA, USEPA, and Department of Transportation.
- c. The Supplier shall follow Standard Operating Procedures and industry best practices in the performance of services related to the delivery of Diesel Exhaust Fluid.

-
- d. Supplier shall provide GPA the names and contact information for placing an order for DEF. and ensure that a contact person is available at all times to receive GPA's call. The Supplier shall designate a person with authority to act on behalf of Supplier with respect to Supplier's obligations under this solicitation.
- e. GPA shall request delivery at least 24 hours from date & time that supply is needed. Supplier shall use its best efforts to deliver within 24 hours from the time GPA request is received. Supplier shall ensure that it coordinates date and time of delivery within the next 12 hours from the call. Date and time of delivery shall be confirmed with GPA within the same time period. Site shall be made available to the Supplier.
- f. Specifics on DEF/Urea Facility at Yigo Diesel Power Plant and Delivery Instructions:
- There are three (3) DEF/Urea Storage Tanks at the site, each with a capacity of 45,925 liters. If Storage Tanks are full, the three tanks can provide supply for 63-68 days at an average gross output of 200 MWH daily.
 - Connection on the DEF/Urea bladder is a 3" male cam lock fitting and on the receiving connection is a 3" Female cam lock fitting.
 - The current supplier delivers DEF/Urea via Flexi-tank container with a holding capacity of 17,400 liters, by means of a 20' container.
- g. After delivery is completed, the Supplier shall provide service invoice or receipt for each call responded to. The invoice or receipt shall include, at a minimum:
- Date and Time that the service was provided, and the name and signature of employee(s) that responded to GPA's request.
 - Start time of Service & Tank Opening Reading (3 tanks)
 - End time of Service & Tank Closing Readings (3 tanks)
 - Quantity of Diesel Exhaust Fluid Delivered
 - Cost of Diesel Exhaust Fluid Delivered
- h. Supplier shall store the minimum inventory to be purchased by GPA at the Supplier's storage facility, and deliver DEF Quantities as required by GPA on an as-needed basis.

POINTS OF CONTACT

SUPPLIER	NUMBER (S)	E-mail

GPA	NUMBER (S)	E-mail
William P. Bennett Jonathan E. Medina	300-8328 300-8328	wpbennett@gpagwa.com jemedina@gpagwa.com

Other Contacts within GPA:

GPA	NUMBER (S)	E-mail
Environmental/Planning & Regulatory Norbert Madrazo Marvin Poliarco	648-3031 648-3033	nmadrazo@gpagwa.com mpoliarco@gpagwa.com

BID SCHEDULE

SUPPLY OF DIESEL EXHAUST FLUID/UREA FOR YIGO DIESEL POWER PLANT

CONTRACT PERIOD	ITEM	BID PRICE (up to 3 decimal places)
1 st year	Diesel Exhaust Fluid, \$/liter	
2 nd year		
3 rd year		
1 st year extension (option)		
2 nd year extension (option)		

Delivery Details:

Volume per Container = _____ liters

Minimum No. of Containers per delivery = 1

The lowest priced bidder will be determined by the bidder whose proposed price up to 3 decimal places on a per liter basis is lowest. The cost should be inclusive of delivery to GPA site, transfer to GPA Storage Tanks, and demobilization from GPA site, and provision of all necessary equipment and services.



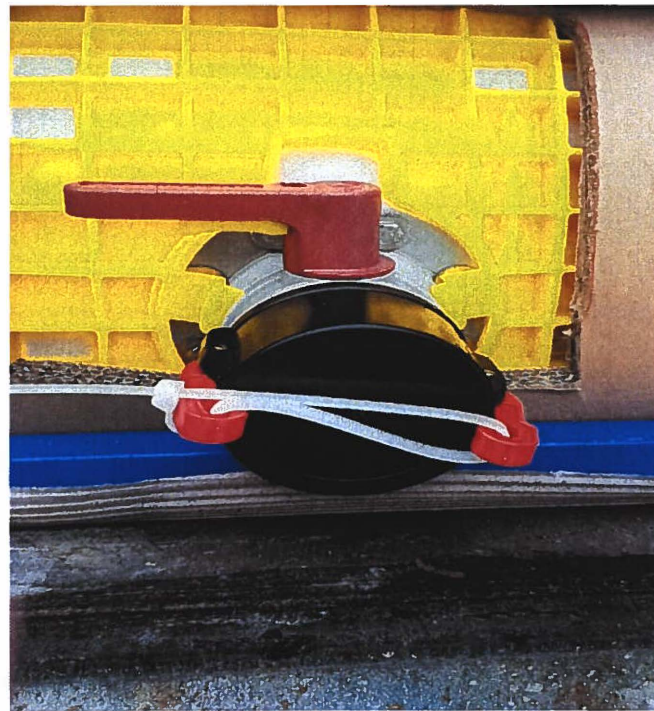
YIGO DIESEL POWER PLANT UREA STORAGE FACILITY



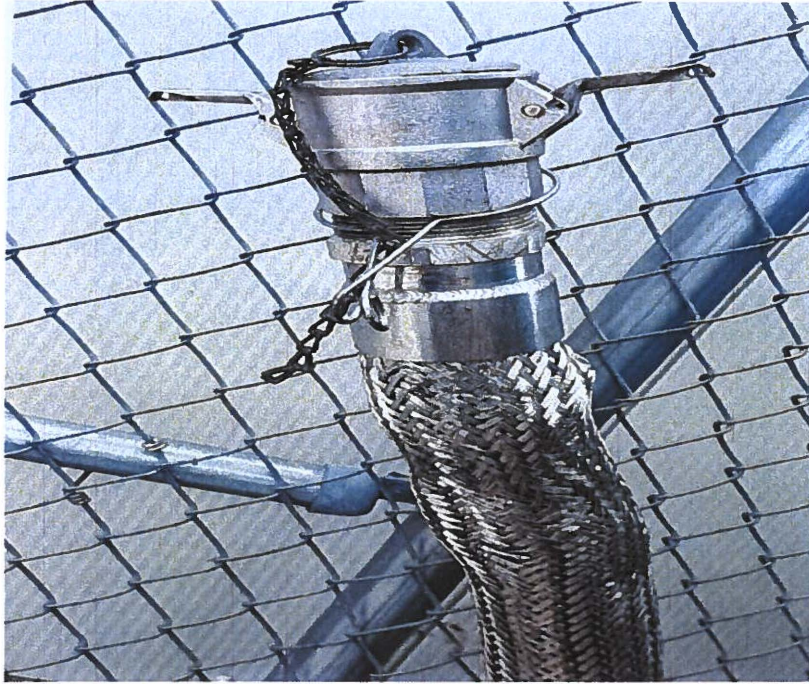
YIGO DIESEL POWER PLANT MAIN ENTRANCE



20' DELIVERY CONTAINER WITH UREA BLADDER



3" MALE CAM LOCK FITTING ON UREA BLADDER



3" FEMALE CAM LOCK ON DISCHARGE HOSE

APPENDIX A

DIESEL EXHAUST FLUID / AQUEOUS UREA SOLUTION

MATERIAL SAFETY DATA SHEET



Factory : 24 Hamansandan 7-gil, Gunbuk-myeon, Haman-gun, Gyeongsangnam-do, Korea
 ☎82 55 992 9800, ☎82 55 992 9801, E-mail: bluetech00@naver.com

MATERIAL SAFETY DATA SHEET

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name	BlueTec, an aqueous urea solution (32.5 wt%)
Commonly used synonyms	NOx reducing agent, AUS32(an aqueous urea solution)
Chemical name	Carbonyl diamide
Recommended Use	Used in a selective catalytic reduction (SCR) process to reduce emissions of oxides of nitrogen from the exhaust of diesel engined motor vehicles
CAS Number	57-13-6
Molecular formula	NH ₂ CONH ₂
Supplier	BlueTec Co., Ltd.
- Adress	24 Hamansandan 7-gil, Gunbuk-myeon, Haman-gun, Gyeongsangnam-do, Korea
- Tel.	+82-55-992-9800
- Fax.	+82-55-992-9801

2. HAZARDS IDENTIFICATION

Hazard · Risk	Non-hazardous substance
Classification	Non-dangerous goods Can cause eye and skin irritation
GHS Label Element	Symbol



Signal Word
- Caution

Hazard · Risk Statement	Can cause eye and skin irritation
Precautionary Statement	<p>1) Precaution</p> <ul style="list-style-type: none"> -Always wash hands with water after handling -Wear protective clothing when risk of exposure occurs <p>2) Action</p> <ul style="list-style-type: none"> -Wash out immediately with water -If irritation continues, seek medical attention <p>3) Storage</p> <ul style="list-style-type: none"> -Store by sealed up state

3. COMPOSITION / INFORMATION ON INGREDIENTS

NAME	CAS NO.	%
UREA	57-136	32.5
WATER	7732185	67.5

4. FIRST AID MEASURES

- Dust in Eye : Wash eye immediately with water for at least 15 minutes
- Dust on Irritated Skin : Wash with soap and water at least 15 minutes.
- Dust Inhalation : Remove to fresh air, Clear dust in throat and nasal passages.
- Dust Ingestion : Remove to fresh air, Clear in throat.

5. FIRE FIGHTING MEASURES

- Fire Fighting Procedure : None
- Extinguishing Media : No fire danger

6. ACCIDENTAL RELEASE MEASURES

Personal precautions and emergency procedures

- Collect spill into a suitable container for waste disposal
- Prevent spillage from entering drains or water ways
- limit all unnecessary contact and post a cordon the danger area

Environmental precautions

- Use dry and clean containers when collect the spill for waste disposal or recovery
- Method of clean up / disposition : No Data

7. HANDLING AND STORAGE

Handling

- keep clean after handling
- Use appropriate ventilation
- Minimize dust occurrence and accumulation
- Avoid breathing of dust, vapor, mist or gas
- Avoid physical contact (eye, skin, clothes)
- keep containers securely sealed when net in use
- Do not eat, drink or smoke

Storage

- Store according to the rules
- Store in airtight containers
- Store in a cool, dry, well-ventilated area

- Avoid reaction with oxidizing agents
- Avoid strong acid

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure limits

Industrial Safety and Health Act : no data

Engineering controls

- Local or whole exhaust ventilation is placed
- Check eligible exposure standard

Personal protection

-Eye

Safety glasses with side shields or chemical goggles when risk of spillage exists. Contact Lenses a special hazard : soft lenses may absorb irritants and all lenses concentrate them.

-Other

Wear coveralls when handling large quantities an eye wash unit should be installed close to refilling installations.

Precaution For Transport

- No Data

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : Colorless Liquid

Odor : Ammonia smell

Threshold of odor : No Data

pH : 9

Melting point : Experimental value -30°C

Boiling point : 100°C

Ignition point : No Data

Evaporation rate : No Data

Ignitability (solid, liquid) : No Data

Explosive limits : No Data

Vapor pressure : No Data

Solubility (water) : No Data

Vapor density : None

Specific gravity : 1.09 @ 20°C

Partition coefficient, n-octanol /water : No Data

Auto ignition temperature : No Data

Decomposition temperature : No Data

Viscosity : < 1.0 cP @ 20°C

Molecular weight : No Data

10. CHEMICAL STABILITY / REACTIVITY

Chemical Stability

- Stable on normal temperature and pressure
- Hazardous polymerization will not occur

Possibility of hazardous reactions : No Data

Condition to avoid : No Data

Incompatible materials

-Acid, Base, Oxidizing agent, metal salt, Combustibles

Hazardous decomposition products

Thermolysis product : various organic matter, cyanide, ammonia, nitrous oxide

11. TOXICOLOGICAL INFORMATION**Information about exposure path of high possibility**

-Toxicity

LC50 : 2000ppm/4hr rat

LC50 : 7g/m³ 1hr rabbit

LC50 : 4230ppm / m³ 1hr mouse

LC50 : 7g/m³ 1hr cat

-Irritation

Skin : 22mg/3d(l) human

Acute or chronic result from short and long-term exposure

-Acute toxicity

Oral : LD 50 : 1430mg/kg - white rat

Skin : LD 50 : 8200mg/kg - white rat

-Skin corrosion / irritation : eye irritation to man (OECD)

-Serious eye damage / irritation : eye irritation (OECD)

-Respiratory sensitization : no data

-Skin sensitization : no data

-Carcinogenicity : no data

Numerical scale of toxicity : no data

12. ECOLOGICAL INFORMATION

Toxic to fish

-9100 mg/ ℓ [96 hours]

Persistence & Resolvability : log Kow -2.59 (Urea)

Creature condensability : BCF 1 (Urea)

Soil mobility : no data

Other harmful effect : a little toxic to fish

13. DISPOSAL INFORMATION

13.1. **Disposal Method** : According to the rules Recycle containers wherever possible

13.2. **Notice during dispose** : This product is not classified as hazardous waste

14. TRANSPORTATION INFORMATION

UN Number : no classification standard // Not applicable

Hazard Class : no classification standard // Not applicable

Packing Group : no classification standard // Not applicable

NOT REGULATED FOR TRANSPORT OF DANGEROUS GOODS : UN, IATA, IMDG

15. REGULATORY INFORMATION

Industrial Safety and Health Act : no regulation

The Administration law of harmful chemical : no regulation

The Administration law of dangerous article : no regulation

The Administration law of scrapped material : no regulation

Global Legal Regulation

U.S.A

-OSHA : None

-CERCLA : None

-EPCRA 302 : None

-EPCRA 304 : None

-EPCRA 313 : None

-PIC Convention Material : None

-Stockholm Convention Material : None

-Montreal Protocol Material : None



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

Lourdes A. Leon Guerrero
I Maga 'håga

Joshua F. Tenorio
I Sigundo Maga 'lâhi

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 my 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 _____ 2022.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

SEE INSTRUCTIONS FOR SUPPORTING DOCUMENTS REQUIRED.

NOTICE to all Insurance and Bonding Institutions:

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

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

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

The following reference links below are for reference:

https://www.govguamdocs.com/revtax/docs/SwornAnnualReport_LLC_0609.pdf
https://www.govguamdocs.com/revtax/docs/SwornAnnualReport_Corporations.pdf
https://www.govguamdocs.com/revtax/docs/Renewal_LLP_Registration_r1106.pdf

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

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



GUAM POWER AUTHORITY

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

SPECIAL PROVISION FOR OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

All Bidders/Offerors are required to submit a current affidavit as required below. Failure to do so will mean disqualification and rejection of the Bid/RFP.

5 GCA §5233 (Title 5, Section 5233) states:
Disclosure of Ownership, Financial, and Conflicts of Interest

- (a) Purpose. The disclosure required by this Section are intended to reveal information bearing on the responsibility of a bidder, and can be obtained by an inquiry regarding responsibility prior to award.
- (b) Definitions.
As used herein, the term “person” shall be interpreted liberally to include the definition found in 1 GCA § 715, and in § 5030(n) of this Chapter, and includes a natural person as well as every entity of whatever form or composition (an “artificial person”) recognized under the laws of Guam other than a natural person, who is a prospective contractor under a bid, offer, proposal, or other response to a solicitation, or is a contractor under a contract with the government of Guam, and subject to the provisions of this Chapter.
- (c) Public Disclosure of Ownership.
- (1) The ownership interests to be disclosed under this Section include the interests of a natural or artificial person who owns all or any part of a prospective contractor, bidder, or offeror, whether as proprietor, a partner, limited or otherwise, a shareholder of any class, in which case the percentage ownership interest test shall be based on each class, a member of an association or company, limited or otherwise, and any person owning a beneficial legal interest in any trust, and any other person having the power to control the performance of the contract or the prospective contractor.
 - (2) Prior to award, every person who is a prospective contractor, bidder, or offeror of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten percent (10%) at any time during the twelve (12) month period immediately preceding the date of the solicitation (the “relevant disclosure period”). If a prospective contractor, bidder, or offeror is an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such artificial person (a “second tier owner”) greater than twenty-five percent (25%) at any time during the relevant disclosure period. If any such second tier owner is also an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such second tier owner (a “third tier owner”) of forty-nine percent (49%) or more during the relevant disclosure period. If the name of no natural person has been identified as an owner, or a second or third tier owner of the prospective contractor, bidder, or offeror, the Disclosure Statement shall identify the name, position, address, and contact information of the natural person having the authority and responsibility for the performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.
- (d) Disclosure of Financial Interest. A prospective contractor shall execute an affidavit disclosing the name of any person who has received or is entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the solicitation by means of a Disclosure Statement, executed as an affidavit under oath, disclosing such interest and shall also contain the amounts of any such commission, gratuity, contingent fee or other compensation.
- (e) Disclosure of Conflict of Interest. A prospective contractor shall disclose the name of any person who directly or indirectly participates in any solicitation if such person is also an employee of the government of Guam, or of the government of the United States if federal funds are used in payment of the contract.

- (f) Every disclosure of an ownership or financial interest of any person required to be identified by this Section shall name the person required to be disclosed and the street address of their principal place of business. All information disclosed or meant to be disclosed under this Section is public procurement data and shall be kept as part of the public record of each procurement.
- (g) Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by § 5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract.”

Section 2. Severability. If any provision of this Act or its application to any person or circumstance is found to be invalid or contrary to law, such invalidity shall not affect other provisions or applications of this Act that can be given effect without the invalid provision or application, and to this end the provisions of this Act are severable.

1. If the affidavit is a copy, indicate the BID/RFP number and where it is filed.
2. Affidavits must be signed within 60 days of the date the bids or proposals are due.

OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
)
 HAGATNA, GUAM)

I, undersigned, _____, being first duly sworn, deposes and says:
 (partner or officer of the company, etc.)

1. That the name of each person who owns or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten (10%) at any time during the twelve (12) month period immediately preceding the date of this solicitation are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total percentage of shares: _____

2. That for any owners listed Section 1 who are artificial persons, the name of each person who owns or has owned an interest in such artificial person (a "second-tier owner") greater than twenty-five percent (25%) at any time during the relevant disclosure period are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total percentage of shares: _____

3. That for any owners listed Section 2 who are artificial persons, the name of each person who has owned an ownership interest in such second-tier owner (a "third-tier owner") of forty-nine percent (49%) or more during the relevant disclosure period are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total percentage of shares: _____

4. That if no natural person has been identified as an owner in Section 1-3 above, the natural person having the authority and responsibility for the performance of the prospective contract:

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

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

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

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

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

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

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

Further, affiant sayeth naught.

Date: _____

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

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

Notary Public _____

In and for the Territory of Guam

My Commission expires _____.

NON-COLLUSION AFFIDAVIT

Guam)
)ss:
Hagatna)

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

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

(Declarant)

SUBSCRIBED AND SWORN to me before this _____ day of _____, 2022.

)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 _____, 2022.

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 _____, 2022.

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 _____, 2022.

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

SPECIAL PROVISIONS

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

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

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

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

Signature of Bidder Date

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

Subscribed and sworn before me this _____ day of _____, 2022.

Notary Public



GUAM POWER AUTHORITY

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

Lourdes A. Leon Guerrero
I Maga 'håga

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

Joshua F. Tenorio
I Sigundo Maga 'låhi

Accountability · Impartiality · Competence · Openness · Value

LOCAL PROCUREMENT PREFERENCE APPLICATION

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

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

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

- () (a) A licensed 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 bided or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.

- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER’S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier’s Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Power Authority in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier’s check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) **Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.**
- [X] 12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check payable to the Guam Power Authority issued by any of the local Banks or Bonding Institution in the amount 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.
- [X] 20. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 21. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 23. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).

- [] 24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief tem description and quantity. Letter marking shall not be less than 3/4" in height.
- [] 25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the **Guam Power Authority, Dededo Warehouse at (671) 653-2073**, Information Technology Division at (671) 648-3060, GPA Transportation Supply at (671) 300-8318 and/or Guam Power Authority Cabras Warehouse at (671) 475-3319 at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 26. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 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.

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

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

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

- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).

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

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

Name: _____ Title: _____

Address: _____ Telephone: _____

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.



GUAM POWER AUTHORITY

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

March 8, 2022

AMENDMENT NO.: I

TO

INVITATION FOR BID NO.: GPA-022-22

FOR

SUPPLY OF DIESEL EXHAUST FLUID/UREA FOR YIGO DIESEL POWER PLANT

Prospective Bidders are hereby notified of the following changes:

CHANGES:

1. Bid Opening Date is changed *FROM* 10:00 A.M., Thursday, March 10, 2022 (CHamoru Standard Time; ChST) *TO NOW READ* 10:00 A.M., Thursday, March 17, 2022 (CHamoru Standard Time; ChST).

REMOVE and REPLACE:

2. *REMOVE* Page 3 of 38 and *REPLACE with* Page 3a of 38 (see attached):
-Refer to #1 of changes above.

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


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

INVITATION FOR BID

ISSUING OFFICE:

Guam Power Authority
1st. Floor, Room 101
Procurement Management Materials Supply
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

for [Signature] 3/9/2022
JOHN M. BENAVENTE, P.E. DATE
General Manager

DATE ISSUED: 02/10/2022
02/17/2022 BID INVITATION NO.: GPA-022-22

BID FOR: SUPPLY OF DIESEL EXHAUST FLUID/UREA FOR YIGO DIESEL
POWER PLANT

SPECIFICATION: SEE ATTACHED

DESTINATION: SEE ATTACHED

REQUIRED DELIVERY DATE: SEE ATTACHED

CUT-OFF DATE FOR RECEIPT OF QUESTIONS: Thursday, February 24, 2022 at 5:00 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) 10:00 A.M.

* Date: March 17, 2022 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

[Blank lines for bidder name and address]

[Blank line for signature]

AWARD: CONTRACT NO.: AMOUNT: DATE:

ITEM NO(S). AWARDED:

CONTRACTING OFFICER:

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

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON

[Blank lines for contractor name and address]

[Blank line for contractor signature]



GUAM POWER AUTHORITY

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

March 16, 2022

AMENDMENT NO.: II

TO

INVITATION FOR BID NO.: GPA-022-22

FOR

SUPPLY OF DIESEL EXHAUST FLUID/UREA FOR YIGO DIESEL POWER PLANT

Prospective Bidders are hereby notified of the following changes:

CHANGES:

1. Bid Opening Date is changed *FROM* 10:00 A.M., Thursday, March 17, 2022 (CHamoru Standard Time; ChST) *TO NOW READ* 10:00 A.M., Thursday, March 24, 2022 (CHamoru Standard Time; ChST).

REMOVE and REPLACE:

2. *REMOVE* Page 3a of 38 and *REPLACE with* Page 3b of 38 (see attached):
-Refer to #1 of changes above.

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

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

INVITATION FOR BID

ISSUING OFFICE:
Guam Power Authority
1st. Floor, Room 101
Procurement Management Materials Supply
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

3/16/2022

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

DATE ISSUED: 02/10/2022
02/17/2022 BID INVITATION NO.: GPA-022-22

BID FOR: SUPPLY OF DIESEL EXHAUST FLUID/UREA FOR YIGO DIESEL
POWER PLANT

SPECIFICATION: SEE ATTACHED

DESTINATION: SEE ATTACHED

REQUIRED DELIVERY DATE: SEE ATTACHED

CUT-OFF DATE FOR RECEIPT OF QUESTIONS: Thursday, February 24, 2022 at 5:00 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) 10:00 A.M.

* Date: March 24, 2022 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:

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

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

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON



GUAM POWER AUTHORITY

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

March 17, 2022

AMENDMENT NO.: III

TO

INVITATION FOR BID NO.: GPA-022-22

FOR

SUPPLY OF DIESEL EXHAUST FLUID/UREA FOR YIGO DIESEL POWER PLANT

Prospective Bidders are hereby notified of the following changes and response to inquiry received from Bidder No.: 2 dated February 24, 2022:

CHANGES:

1. **REMOVE** Page 9 of 38 and **REPLACE with** Page 9a of 38 (see attached):
 - To include under Section H. Details of Delivery:
 - i. The Urea storage tank capacity in the power plant is 137,775 liters (7 Flexi-tank containers). If additional supply is required by GPA, contractor may coordinate with GPA to identify an alternate storage site to temporarily hold shipment containers, if available.

2. **REMOVE** Page 11 of 38 and **REPLACE with** Pages 11a and 11b of 38 (see attached):
 - Refer to revised Bid Schedule

Bidder No.: 2 inquiry:

QUESTION:

1. Bidder No.: 2 is interested in bidding for bid number GPA-022-22 "Supply of Diesel Exhaust Fluid/Urea for Yigo Diesel". However, after reviewing the bid package, Bidder No.: 2 would like to ask the following questions/comments:

Pricing

On page 11 of 38 of the IFB, under Bid Schedule, it requires that the bidder place the bid price for each of the 5 consecutive years (3 contract period plus 2 option) at the time of bid submission. However, Urea/DEF is a global commodity, and the price of Urea fluctuates on a daily basis. Up to October 2021, the price of Urea has been relatively stable for many years but recently the price has fluctuated extremely rapidly. We would like to request that the pricing of the Urea follow a spot price like seen in the "Black Sea Urea Price (ycharts)" shown in this link:

https://ycharts.com/indicators/black_sea_urea_bulk_spot_price

We strongly feel that the best way for all bidders to have an equal and fair bid, is for the bidder to submit a price for current supply using the most recent Jan 2022 spot price of \$846.38/MT with a conversion density of 1.090 kg/liters or \$.922/liter as the base price for Jan 2022. And after every 6 months, if the average monthly base price exceeds a delta of 10%, then the price is recalculated. If the average monthly price does not change by more than 10% then the price remains the same.

This formula above allows all bidders to bid fairly and minimizes constant price calculations. Please consider the above recommendation.

ANSWER:

Kindly refer to *CHANGE NO. 2* above.

QUESTION:

2. Storage can often be an issue as the Yigo Power plant is not a baseload power plant and its running hours is not consistent. When GPA orders Urea solution that is not consumed the storage of the Urea solution can become an issue. We would like to request that GPA assist with storage for any Urea solution containers that was ordered by GPA.

ANSWER:

Kindly refer to *CHANGE NO. 1* above.

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


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


-
- d. Supplier shall provide GPA the names and contact information for placing an order for DEF. and ensure that a contact person is available at all times to receive GPA's call. The Supplier shall designate a person with authority to act on behalf of Supplier with respect to Supplier's obligations under this solicitation.
- e. GPA shall request delivery at least 24 hours from date & time that supply is needed. Supplier shall use its best efforts to deliver within 24 hours from the time GPA request is received. Supplier shall ensure that it coordinates date and time of delivery within the next 12 hours from the call. Date and time of delivery shall be confirmed with GPA within the same time period. Site shall be made available to the Supplier.
- f. Specifics on DEF/Urea Facility at Yigo Diesel Power Plant and Delivery Instructions:
- There are three (3) DEF/Urea Storage Tanks at the site, each with a capacity of 45,925 liters. If Storage Tanks are full, the three tanks can provide supply for 63-68 days at an average gross output of 200 MWH daily.
 - Connection on the DEF/Urea bladder is a 3" male cam lock fitting and on the receiving connection is a 3" Female cam lock fitting.
 - The current supplier delivers DEF/Urea via Flexi-tank container with a holding capacity of 17,400 liters, by means of a 20' container.
- g. After delivery is completed, the Supplier shall provide service invoice or receipt for each call responded to. The invoice or receipt shall include, at a minimum:
- Date and Time that the service was provided, and the name and signature of employee(s) that responded to GPA's request.
 - Start time of Service & Tank Opening Reading (3 tanks)
 - End time of Service & Tank Closing Readings (3 tanks)
 - Quantity of Diesel Exhaust Fluid Delivered
 - Cost of Diesel Exhaust Fluid Delivered
- h. Supplier shall store the minimum inventory to be purchased by GPA at the Supplier's storage facility, and deliver DEF Quantities as required by GPA on an as-needed basis.
- * i. The urea storage tank capacity in the power plant is 137,775 liters (7 Flexi-tank containers). If additional supply is required by GPA, contractor may coordinate with GPA to identify an alternate storage site to temporarily hold shipment containers, if available.

BID SCHEDULE

SUPPLY OF DIESEL EXHAUST FLUID/UREA FOR YIGO DIESEL POWER PLANT

The **CONTRACT PRICE** shall be the **BID PRICE OFFER** calculated as the **BID REFERENCE PRICE** plus the Contractor’s **FIXED PREMIUM FEE** in U.S. dollars per liter for all diesel exhaust fluid delivered to Yigo Diesel Power Plant, Guam.

The **BID REFERENCE PRICE** shall be based on the Black Sea Urea Spot Price (ycharts) for February 2022 which is \$744.17 per metric ton converted to USD\$/liter using the conversion density provided below.

BID:

CONTRACT PERIOD	BID PRICE (up to 3 decimal places)
Diesel Exhaust Fluid (Urea), US\$/liter	
1 st Year	
2 nd Year	
3 rd Year	
1 st year extension (optional)	
2 nd year extension (optional)	

Conversion Density (kg/liter)	
Delivery Container Type	
Volume per Container (liters)	

Minimum number of Containers per delivery = 1

The lowest priced bidder will be determined by the bidder whose 1st year proposed price up to 3 decimal places on a per liter basis is lowest. The cost should be inclusive of delivery to GPA site, transfer to GPA Storage Tanks, demobilization from GPA site, and provision of all necessary equipment and services.

INVOICE PRICE DETERMINATION:

The Invoice Reference Price shall be re-evaluated every six months. The average price of the previous 6 months as published by the Black Sea Urea Spot Price (ycharts) shall be compared against the current contract reference price. If the difference between these two numbers exceeds 10%, then the invoice reference price shall be changed to the latest Black Sea Urea Spot Price (ycharts). Otherwise, the current invoice reference price shall remain the same.

Difference between the 6-month average and the current contract reference price shall be calculated as follows:

$$\% \text{ difference} = \frac{\text{Average reference price (previous six months)} - \text{Current reference price}}{\text{Current reference price}}$$

The invoice price per liter for the Diesel Exhaust Fluid (Urea), is the sum of:

- (i) The Invoice Reference Price converted to \$/liter using the conversion density value provided in the bid schedule, and
- (ii) The Contractor's **FIXED PREMIUM FEE** for Diesel Exhaust Fluid (Urea), equal to the difference between the **BID PRICE OFFER** and the **BID REFERENCE PRICE in \$/liter**.



GUAM POWER AUTHORITY

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

April 11, 2022

MEMORANDUM

TO: General Manager

VIA: Supply Management Administrator

FROM: Buyer Supervisor II

SUBJECT: **Analysis on Invitation for Bid No.: GPA-022-22, Supply of Diesel Exhaust Fluid/UREA for Yigo Diesel Power Plant**

Invitation for Bid No.: GPA-022-22 is to procure for "Supply of Diesel Fluid/UREA for Yigo Diesel Power Plant" as requested by Yigo Diesel Power Plant Section.

Invitation for Bid No.: GPA-022-22 was officially announced and advertised in the Pacific Daily News and The Guam Daily Post on February 10, 2022 and February 17, 2022. Two (2) bidders expressed their interest by acknowledging receipt of the bid package commencing February 10, 2022 thru February 24, 2022.

This bid was officially opened and read at 10:00 A.M., March 24, 2022. One (1) sole bidder submitted their price, namely:

1. Pacific Petroleum Trading Corporation

BID:

CONTRACT PERIOD	BID PRICE (up to 3 decimal places)
Diesel Exhaust Fluid (Urea), US\$/liter	
1 st Year	\$0.890
2 nd Year	\$1.350
3 rd Year	\$1.950
1 st year extension (optional)	\$2.900
2 nd year extension (optional)	\$2.900

Conversion Density (kg/liter)	1090 kg/liter
Delivery Container Type	1x20 FCL flexibag
Volume per Container (liters)	18,000 liters*

*May vary due to Guam weight limit changes

Minimum number of Containers per delivery = 1

In view of the attached analysis and approval from the Evaluation Committee, I recommend that Pacific Petroleum Trading Corporation be awarded in the total amount of \$192,907.50 as being a responsive, and responsible bidder.

Should you have any questions, I can be reached at Ext. 3050.


Josephina B. Naputi

CONCURRED BY:


for JAMIE LYNN C. PANGELINAN Date 04/12/2022
Supply Management Administrator

APPROVED BY:


for JOHN M. BENAVENTE, P.E. Date 4/13/2022
General Manager

PACIFIC PETROLEUM TRADING CORP.
#220 Harmon Industrial Park Road
Harmon, Guam 96913
Tel: (671) 646-5248 Fax (671) 646-4388



January 22, 2025

Guam Power Authority
Gloria B. Nelson Public Service Building
688 Route 15, Suite 100
Mangilao, Guam 96913-6203

Dear John Benavente,

Pacific Petroleum Trading Corporation (“PPTC”) has been supplying Guam Power Authority (GPA) with Diesel Exhaust Fluid (DEF) for the Yigo Power Plant under IFB No. GPA-022-22 “Supply of Diesel Exhaust Fluid/Urea (DEF) for Yigo Diesel Power Plant”. PPTC values our longstanding partnership with GPA and is committed to supporting your operational needs efficiently and cost-effectively. In response to GPA's request to reduce pricing for contract years 3, 4, and 5, we are pleased to confirm our agreement to the requested price adjustment.

Effective immediately, the unit price for Diesel Exhaust Fluid (DEF) will be adjusted to \$1.35 per gallon for contract years 3, 4, and 5. This price adjustment underscores our commitment to maintaining a collaborative and mutually beneficial relationship with GPA.

Contract Year	Start	End	Bid Price	PO Price	PPTC Amend
1	May 2022	Apr 2023	\$ 0.89	\$ 0.89	No Change
2	May 2023	Apr 2024	\$ 1.35	\$ 1.35	No Change
3	May 2024	Apr 2025	\$ 1.95	No Price Indicated	\$ 1.35
4	May 2025	Apr 2026	\$ 2.90	N/A	\$ 1.35
5	May 2026	Apr 2027	\$ 2.90	N/A	\$ 1.35

In consideration of this price reduction, PPTC respectfully requests that GPA exercises the contract extension for years 4 and 5 as outlined in the IFB. This would provide both parties with continuity and stability in planning and operations while ensuring uninterrupted supply for the Yigo Diesel Power Plant.

We are confident that this adjustment reflects our shared commitment to providing reliable service to Guam’s energy infrastructure. Please confirm your acceptance of this revised pricing and the contract extension at your earliest convenience.

Should you have any questions or require further clarification, please do not hesitate to contact me at andypark@pptcguam.com or +1(671)646-5248. We look forward to continuing our successful partnership with GPA.

PACIFIC PETROLEUM TRADING CORP.
#220 Harmon Industrial Park Road
Harmon, Guam 96913
Tel: (671) 646-5248 Fax (671) 646-4388



Thank you for your understanding and cooperation.

Prepared by:

Andrew Park

Pacific Petroleum Trading Corp.