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9 *Counsel for Guam Power Authority*

10 **BEFORE THE GUAM PUBLIC UTILITIES COMMISSION**

11 **IN THE MATTER OF:**) **GPA DOCKET NO. 26-08**
 12)
 13 **GUAM POWER AUTHORITY**) **PETITION OF THE GUAM POWER**
 14 **CASUALTY INSURANCE**) **AUTHORITY FOR APPROVAL AND**
 15) **AUTHORIZATION TO SOLICIT**
 16) **CASUALTY INSURANCE**
 17)
 18)

19 The Guam Power Authority (GPA) petitions the Guam Public Utilities Commission
 20 (PUC) to approve GPA to procure casualty insurance for FY2027 through FY2029. In support
 21 of the petition, GPA attaches the resolution of the Consolidated Commission on Utilities (CCU)
 22 on this matter. *See* Ex. A (CCU GPA Resolution No. FY2026-12 (Feb. 24, 2026)).

23 **I. Background**

24 Pursuant to its bond indenture agreement, GPA is required to obtain workers
 25 compensation insurance, general and automotive liability insurance, and fidelity insurance or
 26 bonds on all officers and employees handling or responsible for GPA funds. GPA's current
 27 policy will expire on November 1, 2026.

28 If it obtains the necessary approvals, GPA intends to issue a multi-step bid for casualty
 29 insurance, including commercial general liability, commercial auto physical damage and
 30

1 liability, crime, excess liability, directors' and officers' insurance, professional liability (errors
2 and omissions), and excess workers compensation. The procurement will seek insurance for a
3 three-year period from November 1, 2026, to November 1, 2029, with two options to extend
4 for an additional one-year period. The proposed IFB is attached to the CCU's recent
5 resolution. *See Ex. A* (attachment). The source of funding is revenue funds.
6

7 **II. Request for Approval**

8
9 The PUC's contract review protocol for GPA requires PUC authorization for all
10 contracts in excess of \$1.5 million. Based on past experience, the total cost of the contract in
11 this case is expected to trigger contract review.
12

13 This procurement is necessary because is it required by GPA's bond indenture
14 agreement in order to avoid an event of default.
15

16 The procurement is reasonable because it will act as a financial safety net to protect
17 GPA against lawsuits, accidents, and third-party damages that could otherwise cause financial
18 stress.
19

20 Finally, the procurement is prudent, because it will insure against risks that are known
21 to be possible in the course of GPA's mission and operations. It will also ensure that GPA
22 continues to comply with bond indenture requirements.
23

24 GPA will return to the CCU and PUC for approval prior to award of the casualty
25 insurance contract.
26

27 **III. Conclusion**

28 Based on the foregoing, GPA requests that the PUC authorize the solicitation of
29 casualty insurance, as described above, for a three-year base period with two one-year options
30

31 ///
32

1 to renew. The requested procurement is reasonable, necessary, and prudent.

2 Respectfully submitted this 6th day of March, 2026.

3
4 *Attorney for Guam Power Authority*

5 

6 By: _____

7 MARIANNE WOŁOSCHUK
8 GPA Legal Counsel
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GPA RESOLUTION NO.: FY2026-12

**AUTHORIZING THE MANAGEMENT OF GUAM POWER AUTHORITY TO
PROCURE CASUALTY INSURANCE FOR FY'2027 THRU FY'2029**

WHEREAS, the Consolidated Commission on Utilities has determined that it is prudent and reasonable business practice to maintain coverage on Guam Power Authority's assets to the extent practical; and

WHEREAS, the Guam Power Authority's Bond Indenture agreement requires GPA to "secure and maintain adequate worker's compensation insurance for all employees of the Authority at any time employed in the construction, operation, maintenance, repair or reconstruction of the System... will secure and maintain general and automotive liability insurance... will also take out and maintain adequate fidelity insurance or bonds on all officers and employees handling or responsible for funds of the Authority," and

WHEREAS, the indenture further requires GPA to carry insurance "of scope and nature as that usually carried in the industry"; and

WHEREAS, the contract review protocol established by the Public Utilities Commission (PUC) requires that all contracts in excess of \$1.5 million be authorized by the PUC in advance of the procurement; and

WHEREAS, GPA's existing Casualty Insurance policy coverage will expire on November 1, 2026; and

WHEREAS, GPA desires to issue its Casualty Insurance to include Commercial General Liability, Commercial Auto Physical Damage and Liability, Crime, Excess Liability, Directors' and Officers', Professional Liability (E&O) and Excess Workers' Compensation Multi-step bid ; and

1 **WHEREAS**, the term of the insurance bid being requested will be for a three (3)- year
2 period (FY'2027 through FY'2029), with options for two (2) additional one (1)- year extensions.
3

4 **NOW, THEREFORE, BE IT RESOLVED**, the Consolidated Commission on Utilities,
5 as the Governing Body of the Guam Power Authority, does hereby approve and authorize the
6 following:
7

- 8 1. The GPA General Manager is authorized to submit the draft multi-step bid for casualty
9 insurance coverage for a three (3) year period (FY'2027 thru FY'2029) with options
10 for two (2) additional one (1) year extensions of coverage to the Public Utilities
11 Commission for their approval in accordance with the contract review protocol.
12
- 13 2. The GPA General Manager is authorized to make minor modifications to the bid
14 documents in order to finalize the document for procurement; however, any material
15 modification to the bid documents will require additional approval from the CCU.
16
- 17 3. Final approval from the Consolidated Commission on Utilities and the Public Utilities
18 Commission is required before the casualty insurance contract is authorized.
19

20 **RESOLVED**, that the Chairman of the Commission certifies and the Secretary of the
21 Commission attests to the adoption of this Resolution.
22

23 **DULY AND REGULARLY ADOPTED**, this 24th day of February 2026.
24

25 Certified by:

Attested by:

26 

27 

28 _____
29 **FRANCIS E. SANTOS**

30 _____
31 **MELVIN F. DUENAS**

32 Chairperson

33 Secretary

34 Consolidated Commission on Utilities

Consolidated Commission on Utilities

SECRETARY'S CERTIFICATE

I, **Melvin Duenas**, Secretary of the Consolidated Commission on Utilities (CCU), as evidenced by my signature above, do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam CCU, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES:	<u>5</u>
NAYS:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAIN:	<u>0</u>



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BASIC INVITATION FOR BID	2
RECAP OF PROPOSAL PREMIUM PAGE	3
SECTION I: INTRODUCTION	4
SECTION II: INSTRUCTIONS AND PROCEDURES FOR BIDDERS	7
SECTION III: INSURANCE COVERAGE SPECIFICATIONS	10
SECTION IV: CONTRACT TERMS	12
SECTION V: EVALUATION OF BIDS	12
INSURANCE SPECIFICATIONS	14
CURRENT INSURANCE COVERAGE	Appendix A
INSURANCE RATING DATA	Appendix B
GPA LOSS HISTROY	Appendix C

GUAM POWER AUTHORITY
ATURIDAT ILEKTRESEDAT GUAHAN
P.O. BOX 2977 HAGATNA, GUAM U.S.A. 96932-2977

CASUALTY INSURANCE BID

Ladies and Gentlemen:

The Guam Power Authority ("GPA") invites qualified insurance, reinsurance intermediaries and underwriters to submit their credentials for the placement and servicing of the GPA's Casualty insurance program for the term November 1, 2026 to November 1, 2029. The current contract term of the incumbent insurance, reinsurance intermediaries and underwriters will expire on October 31, 2026. This tender is open to qualified incumbent and non-incumbent insurance and reinsurance entities.

Insurance services will be for a three-year term with two one-year option and insurance policies may be written for a three-year term with annual renewals or the standard one-year policy with annual renewals.

GPA is looking for Casualty Insurance to include Commercial General Liability, Commercial Auto Physical Damage and Liability, Crime, Excess Liability, Directors' and Officers', Professional Liability (E&O) and Excess Workers' Compensation.

The deadline to submit proposals is **2:30 p.m. July 28, 2026** to give GPA enough time for discussion and negotiations to meet GPA target selection deadline of August 22, 2026. GPA is undertaking this procurement through the multi-step bidding process.

Please convey your questions and inquiries in writing to GPA no later than **June 22, 2026** so that you may have proper responses in time for the **2:30 p.m. July 28, 2026** submittal deadline.

Please submit your bid according to the detailed instructions and requirements herein; types of insurance underwriting information as set forth in the Appendices thereto.

Thank you for your interest.

Sincerely,

John Benavente
General Manager

DUE: **July 28, 2026 (2:30 p.m.)**

***** PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED "PRICE PROPOSAL."**

TO: GENERAL MANAGER, GUAM POWER AUTHORITY
 RE: PROPOSAL PREMIUMS AND COVERAGE

This transmittal sheet serves only as index of proposals more fully described in the attached documents. Please complete with your bid price.

Coverage	Annual Premium	Multi-Year Term (Fill in type of term)
Auto Liability	\$ _____	\$ _____
Auto Physical Damage	\$ _____	\$ _____
General Liability	\$ _____	\$ _____
Crime	\$ _____	\$ _____
Excess Liability	\$ _____	\$ _____
Excess Workers Compensation	\$ _____	\$ _____
Directors & Officers Liability	\$ _____	\$ _____
Professional Liability	\$ _____	\$ _____
Total	\$ _____	\$ _____

Optional: _____ \$ _____

Bidder:

Signed by: _____
 (Print Name/Title)

 Authorized Signatory of Bidder

Date: _____

Telephone No.: _____ E-mail: _____

OVERVIEW: THE GUAM POWER AUTHORITY

The Guam Power Authority (The Authority) was created in 1968 as a public corporation and autonomous instrumentality of the Government of Guam. Since then, the Authority has maintained and expanded the island-wide power system on Guam. The Authority has 400 megawatts of generation capacity, 204 miles of transmission and 1,650 miles of distribution lines, 29 substations, \$855 million in assets, and \$501 million in annual revenues. GPA currently serves approximately 53,700 customers, with the U.S. Navy being the largest representing about 18% of the revenues.

The Guam Power Authority was changed into a public corporation of the Government of Guam in 2002 and is governed by a five-member publicly elected Commission – the Consolidated Commission on Utilities (CCU). The CCU retains contracting authority, establishes policies, and has control over the selection of top management of the Authority.

The Authority is regulated by the Guam Public Utilities Commission – a rate setting body made up of Commissioners appointed by the Governor of Guam. The PUC has established rules of operation similar to those of other jurisdictions within the United States. The PUC has broad regulatory authority over GPA including approval of any contracts that might have an impact on GPA's rates.

SECTION I: INTRODUCTION:

The Guam Power Authority (GPA), hereinafter referred to as GPA, invites qualified insurance, reinsurance intermediaries, carriers, and underwriters, hereinafter referred to as Bidder(s), to participate in a Multi-Step Bid (MSB) for Casualty Insurance Coverage. Minimum Casualty Insurance coverage specifications are described later in this MSB.

The bidder shall be responsible, at a minimum, for the following services:

- Respond to e-mails and voice mails within 24 hours.
- Provide certificates of insurance within three (3) business days.
- Provide notice of claims to underwriters (carriers) and facilitate claims communication in coordination with GPA and underwriters (carriers).
- Represent and negotiate with insurance company and insurance underwriters on behalf of GPA.
- Provide annual market updates and how the changing insurance market could affect GPA and future renewals.
- All other services deemed necessary by GPA.

GPA is hereby inviting bids for Casualty insurance contracts (policies) on a long-term basis (e.g., three years) with a term to commence November 1, 2026 to November 1, 2029. GPA understands that most insurance policies have 12-month terms; however, a multi-year policy is preferred. GPA fully expects to stay with the selected insurance program for at least three years and renew on an annual basis if needed.

The Technical and Price Proposals are due on or before the Cut-off Date of Receipt of Proposals, which is **2:30 p.m., July 28, 2026.**

The bid evaluation shall be a two-step process. Step one will involve a Technical Proposal that consists of bidder qualifications and insurance coverage offered. This will allow GPA to establish a Qualified Bidders List (QBL). Step two will involve the evaluation of the Price Proposal (Priced Offers) from the Bidders identified on the QBL.

Step 1: The Technical Proposals are due on or before the Cut-off Date of Receipt of Proposals, which is **2:30 p.m., CH.S.T. July 28, 2026.**

Step 2: The Price Proposals are due on or before the Cut-off Date of Receipt of Proposals, which is **2:30 p.m., CH.S.T. August 21, 2026.**

STEP ONE: TECHNICAL OR QUALITATIVE PROPOSALS

Interested bidders, at a minimum, should provide the following information:

Bidder's Firm information, including:

- Years in business
- Total Property and total liability insurance premiums placed annually
- Ownership legal structure and ownership details
- Office location that would serve GPA
- Claims, loss control/engineering and other core services performed
- List of Power Generation accounts serviced by the account team
- Key personnel who would be placing and servicing the GPA's program
- Biography, certificates, designations, and licenses of account team and key personnel
- Other information that the respective firm believes GPA should consider
- Any key alignments with other insurance entity or intermediary (retail, wholesale, reinsurance, Lloyds, etc.)
- Bidder's experience with electric utilities or Energy Companies, especially those with hurricane or earthquake exposure and boiler & machinery exposure.
- Copies of currently active Licenses of all intermediaries
- Primary (Fronting) Carriers' or underwriters' Certificate of Authority to Transact business on Guam
- Most recent AM Best rating for Primary (Fronting) Carrier
- Describe your proposed form of compensation (e.g., commission, annual retainer, and fee-for-service). Brokerage fee shall include any basic commission negotiated with the insurers; commission contingent on volume or profit and directly attributable to GPA; revenue/come arising from any other source.
- Please confirm that your firm shall fully disclose all types, sources and amounts of compensation received from servicing GPA including, but not limited to: commissions, contingency commissions directly attributable to GPA, and fees acting as general agent, retainers, bonus payments from vendors, administrative service fees or insurance plans or any other compensation. Awarded broker or agent shall be transparent and provide any incentives provided due to a working relationship between providers and brokers on behalf of GPA.

Insurance coverage terms including but not limited to:

- Full policy forms and applicable endorsements
- If multi-year agreements, endorsements, continuity credits, or similar pricing mechanisms are used to offer reduced pricing; a detailed explanation of situations that may lead to any applicable penalties or increases of premium during the policy term must be attached.
- Explanation of any and all exceptions to the minimum coverage specifications
- Explanation of any and all enhancements exceeding minimum specifications
- Explanation of any and all coverage deficiencies not meeting minimum coverage specifications
- Specifically, note which requested coverage enhancements have been achieved and which cannot be achieved and, if applicable, detail any additional enhancements that were obtained.
- Fronting carrier must be B+ and Re-insurers must be rated A- or better by AM Best with a minimum financial size of IX or greater.
- Identification of Lead markets utilized to achieve the 70% commitment or market support.

- This insurance shall be governed by and construed in accordance with the laws of The Territory of Guam and the exclusive jurisdiction of the Territory of Guam courts. Should the policy require an arbitration clause then the seat of arbitration shall be Guam.
- Premium pricing should not be included in the Technical and Qualitative proposal, and should be separately packaged and submitted with the “Price Proposal”.

STEP TWO: PRICE PROPOSALS

- All Premiums and optional coverage pricing must be submitted in the format outlined in this MSB. and must be submitted in a separate sealed envelope marked “Price Proposal”
- Price Proposal format as outlined in this bid must be used, and Price Proposal must be signed by person authorized to bind contracts on behalf of bidder. If multi-year agreements, endorsements, continuity credits, or similar pricing mechanisms is used to offer reduced pricing. In that case, a detailed explanation of situations that may lead to any applicable penalties or increases of premium during the policy term must be attached.

Price proposals from unqualified Bidders shall be returned, unopened, after the Technical Proposal evaluation. GPA will perform a comprehensive evaluation of each price proposal submitted from the QBL and select the BIDDER with the best proposal. If the selected bidder cannot bind the terms as proposed within GPA’s timeframe, at any time and in its sole discretion GPA reserves the right to:

- Go to the next BIDDER or
- Cancel the bid

Table 1: Bid Milestones indicate the projected start and end dates in the Bid Process. GPA reserves the right to change the Bid Milestones at any time and at its sole discretion. All changes to the Bid Milestones shall be communicated to all bidders via an Amendment or Official Correspondence from GPA. It is the sole responsibility of the bidder to promptly register for the MSB at GPA and provide accurate correspondence addresses and email addresses and to check promptly for any updates to the bid or the Bid Milestones.

Table 1: Bid Milestones

Bid Process Milestones		From Date	To Date
Announcement:	Bid Announcement	5/18/2026	6/08/2026
	Bid Documents Available	5/18/2026	6/08/2026
Submit Questions		5/18/2026	6/22/2026
Cut Off Date for Receipt of Questions		6/22/2026, 4:00 P.M.	
GPA Review and Answer Questions		5/18/2026	7/06/2026
Cut Off Date for Receipt of Proposals (BOTH Technical and Price Proposals)		Technical: 7/28/2026 @2:30 P.M. Price: 08/21/2026 @ 2:30 P.M.	
EVALUATION	Technical Proposal (Bid) Evaluation	8/08/2026	8/15/2026

Step One:	Determine & Notify Qualified Bidders	8/08/2026	8/15/2026
EVALUATION	Opening of Price Proposals	TBD	
	Evaluation of Price Proposal	08/21/2026	09/08/2026
	Step Two: Evaluation Approval	08/21/2026	09/08/2026
	Notification of Qualified Bidder	09/11/2026	09/25/2026
Contract Finalization		TBD	TBD
Contract Approval & Award		TBD	TBD
Contract Signing		TBD	
Contract Mobilization		TBD	TBD
Insurance Policy Inception Date		11/01/2026	

SECTION II: INSTRUCTIONS AND PROCEDURES FOR BIDDERS:

1. INTRODUCTION

This is a multi-step bid procurement. The Technical and Price Quote Proposals should both be submitted on or before the Cut-off Date of Receipt of Proposals, **2:30 p.m., July 28, 2026**. In Step One, only the submitted Technical Proposals will be evaluated. Bidders whose qualifications and technical proposal have been satisfied will be qualified for Step Two. In Step Two, the Bidder with the best proposal will be considered for award.

2. TIME AND SCHEDULE

The deadline for the submission of bids is **July 28, 2026 at 2:30 p.m.** One (1) Original and five (5) copies of all responsive materials must be received by GPA (not postmarked) no later than that date and hour. It is advisable to hand deliver or use courier services to expedite delivery of your bid, as Guam is served by several such courier services. It is bidder’s responsibility to ensure the bid is received as required above. Late bids will not be considered.

3. PREPARATION AND SUBMISSION OF PROPOSALS

Envelopes containing proposals shall be sealed and marked on the face with the name and address of the Bidder, the Proposal Number and the time and date of submission. Prices should be in a separately sealed envelope. Telegraphic proposals will not be considered, nor will modifications by telegraph of proposals already submitted be considered. Proposals shall be delivered and received at the place of opening on or before the opening date and time. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time. Proposals will not be opened publicly.

All submittals must strictly conform to the Multi-Step Bid rules and any addenda.

One (1) Original and five (5) copies of each proposal must be submitted, including all addenda, if any. Any and all documentation (proposed insurance policy forms and endorsements) will assist towards Bidder’s evaluation and must be furnished with each proposal.

The proposal must be submitted before **July 28, 2026 at 2:30 p.m.** in a sealed envelope indicating the MSB number and addressed as follows:

TO: Guam Power Authority
GPWA Procurement Office
Gloria B. Nelson Public Service Building
688 Route 15
1st Floor, Room 101
Fadian, Guam 96913

Attn: Jamie L.C. Pangelinan
Supply Management Administration

Examination of MSB Document: Bidder shall examine the MSB Documents to inform themselves of all conditions and requirements for the execution of the proposed work. Ignorance on the part of Bidder of any part of the MSB will in no way relieve him/her of the obligation and responsibility assumed under the Contract.

Familiarity with Laws: Bidder is assumed to be familiar with Federal and Local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of Bidder of any part of the MSB will in no way relieve him/her of the obligation and responsibility assumed under the Contract.

3. **EXPLANATION TO BIDDERS**

No oral explanation regarding the meaning of the specifications will be made, and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specifications must be communicated in writing to the named procurement contact individual of the Guam Power Authority for interpretation. Bidder should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specifications, which will be forwarded to all prospective Bidders, and its receipt by the Bidder should be acknowledged on the proposal form. All questions, questions, and queries should be received by GPA no later than the **cutoff date for the receipt of questions 6/22/2026 at 4:00 p.m.** Submit written queries, questions, and requests for clarification to:

TO: Guam Power Authority
GPWA Procurement Office
Gloria B. Nelson Public Service Building
688 Route 15
1st Floor, Room 101
Fadian, Guam 96913

Attn: Jamie L.C. Pangelinan
Supply Management Administration

Email: jcpangelinan@gpagwa.com

4. **CLARIFICATION ON MULTI STEP BID**

Each Bidder must carefully examine the MSB and all addenda. If any Bidder (a) finds any discrepancies, omission or ambiguities in the MSB documents, (b) is uncertain as to the intent or meaning of any provision of the MSB, or (c) has any question regarding the MSB, the Bidder must promptly notify GPA in writing no later than **Friday 6/22/2026 at 4:00 p.m.** at the address specified for submission of proposal. Replies to such notices may be made in the form of addenda, which will be issued simultaneously to all prospective Bidders.

5. FORM

All bids must be in writing and submitted in a sealed envelope and must be signed by an officer of the bidder having authority to bind the bidder's insurance contracts as proposed. The bids should respond in an organized fashion to all requirements of this Invitation for Bid.

6. MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn prior to the submittal date. However, any bid withdrawal, or modification received at GPA after the due date is late and, as such, renders the underlying bid in compliance only as to that which is on hand at the submittal date and hour.

7. RECORDING BIDS.

Bids and modifications shall be submitted to GPA officials on or before July 28, 2026 at 2:30 p.m. in a sealed envelope indicating the MSB number and addressed as follows:

To: Guam Power Authority
GPWA Procurement Office
Gloria B. Nelson Public Service Building
688 Route 15,
1st floor, Room 101
Fadian, Guam 96913

Attn: Jamie L.C. Pangelinan
Supply Management Administration

Bidders shall be responsible for ensuring the written bid (and all required documents) is received by the due date and hour. Any bid received after the due date and hour is late and will not be considered by GPA. After the due date and hour, a Register of Bids shall be prepared which shall include for all initial bids the name of each bidder, the number of modifications received, if any, and an indication of the coverage proposed, i.e. coverage of all risks of loss (a) as requested by GPA, (b) less than GPA request, and/or (c) alternate coverage as requested.

8. CONFIDENTIAL DATA

Bidders should designate trade secrets or other proprietary data to be confidential. The Guam procurement laws and regulations shall govern confidentiality.

9. AWARD

Determination of the winning bidder shall be made on or about August 8 – to September 15, 2026. GPA intends to have all discussions and negotiations completed no later than September 15, 2026, after which date the Bid Evaluation Committee shall prepare their final report and recommendations. Appropriate notification of the award shall be issued promptly after the General Manager approval. Additional approval from the CCU and the PUC maybe required.

10. CANCELLATION OF INVITATION; DELAYS

GPA reserves the right to cancel or to withdraw this MSB, to delay determination on this MSB, or to reject all bids, in whole or in part, at any time prior to the final award. The reasons for the cancellation, delay or rejection shall be made a part of the procurement file and shall be available for public inspection.

11. SUMMARY OF SERVICES

All bidders should include a summary of how they envision servicing GPA account. Policy servicing should be identified specifically with a list and delivery timeline of services offered. Bidders should also identify the "Account Executive" that will be assigned to GPA and their support team along with frequency of visits, etc.

12. CCU APPROVAL

Contracts may be subject to the written approval of the Consolidated Commission on Utilities.

13. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS.

The bidder or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

14. REPRESENTATION REGARDING CONTINGENT FEES.

The contractor represents that it has not retained a person to solicit or secure a territorial 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.

15. BID BOND

Along with the Bid Proposals on or before July 28, 2026 at 2:30 p.m., all bidders shall submit to GPA a bid bond in the amount of TEN THOUSAND U.S. DOLLARS (U.S. \$10,000) made payable to the Guam Power Authority. In lieu of a bid bond, bidders may submit US currency valued at TEN THOUSAND U.S. DOLLARS (USD 10,000) in the form of cash in USD, bank draft, certified check, or by wire transfer to Guam Power Authority, Routing/Transit #121405115, Account No. 0601-024961, Bank of Guam, Hagatna, Guam. Bidders with unselected bids will have bid bonds returned with written notices of rejection. Bid bonds submitted in cash or certified check will be returned by wire transfer. Bidders shall advise GPA of bank, location and account number to facilitate delivery. In the absence of a telegraphic address, bid bonds will be returned by mail in check form payable to bidder. The bidder with the acceptable bid will have bid bond returned within ten business days of delivery of Insurance Binders for selected insurance policies by GPA. For the purposes of this solicitation, the bid bond is being required as an indication of "good faith" by the bidder and is in the best interest of GPA in accordance with the procurement laws, rules and regulations of the Government of Guam and GPA.

SECTION III: INSURANCE COVERAGE SPECIFICATIONS

1. INSURANCE COVERAGE

GPA seeks coverage for "all risks of loss" basis coverage to include but not limited to the following lines of business:

- a. Commercial General Liability

- b. Commercial Auto Physical Damage and Liability
- c. Crime
- d. Excess Liability
- e. Directors & Officers, including Employment Practices Liability
- f. Excess Workers Compensation
- g. Professional Liability – Architects & Engineers
- h. Professional Liability – Employed Lawyers

GPA is seeking comparable or superior coverage to include all of the above coverage.

GPA will award based on the lowest overall price for the term.

Fronting Carriers must have at least an A.M. Best Rating of B+ and reinsurers must have at least an A.M. Best Rating of A-, IX or greater to be considered.

Reinsurance companies or underwriters must be of demonstrated size and capacity to underwrite a Casualty program of the size of GPA.

2. BID FORMAT

Bidders are free to submit their bids in a convenient format, however, at a minimum; the bids should provide:

Bidder's Firm information including:

- Years in business
- Total Property and total liability insurance premiums placed annually
- Ownership legal structure and ownership details
- Office location that would serve GPA
- Claims, loss control/engineering and other core services performed
- List of Power Generation accounts serviced by the account team
- Key personnel who would be placing and servicing the GPA's program
- Biography, certificates, designations, and licenses of account team and key personnel
- Other information that the respective firm believes GPA should consider
- Any key alignments with other insurance entity or intermediary (retail, wholesale, reinsurance, Lloyds, etc.)
- Bidder's experience with electric utilities or Energy Company, especially those with hurricane or earthquake exposure and boiler & machinery exposure.
- Copies of currently active Licenses of all intermediaries
- Primary (Fronting) Carriers' or underwriters' Certificate of Authority to Transact business on Guam
- Primary (Fronting) Carriers' or underwriters' Most recent AM Best rating
- Describe your proposed form of compensation (e.g., commission, annual retainer, and fee-for-service). Brokerage fee shall include any basic commission negotiated with the insurers; commission contingent on volume or profit directly attributable to GPA; revenue/income arising from any other source.
- Please confirm that your firm shall fully disclose all types, sources and amounts of compensation received from servicing GPA including, but not limited to: commissions, contingency commissions directly attributable to GPA, and fees acting as general agent, retainers, bonus payments from vendors, administrative service fees or insurance plans or any other compensation. Awarded broker

or agent shall be transparent and provide any incentives provided due to a working relationship between providers and brokers on behalf of GPA.

Insurance coverage terms including but not limited to:

- Explanation of any exceptions to the minimum coverage specifications
- Explanation of any coverage enhancements exceeding minimum specifications
- Explanation of any coverage deficiencies not meeting minimum coverage specifications
- Specifically noting which requested coverage enhancements have been achieved, which cannot be achieved and, if applicable, detail any additional enhancements that were obtained.
- Identification of Lead markets utilized to achieve the 70% commitment or market support. Lead markets and/or reinsurers must be rated A- or better by AM Best with minimum financial size of IX or greater.
- This insurance shall be governed by and construed in accordance with the laws of The Territory of Guam and the exclusive jurisdiction of the Territory of Guam courts. Should the policy require an arbitration clause then the seat of arbitration shall be Guam.
- Proposed policy forms and applicable endorsements in their entirety must be attached to proposals.
- Firm quotes or written confirmation of at least 70% support from insurers, underwriters, or reinsurers.

In order to show bidder's reliability and responsibility, bidder should substantiate its insurer financial capacity and industry reputation to honor and service the size and type of insurance proposed. Bidder should identify its service team, lead market, underwriters, and or insurers represented in as much detail as practical. All proposals must have, at a minimum, 70% of total lines substantiated by firm quotes from proposing underwriters, insurers, or reinsurers. Bidder should include proof of firm quotes either by signed/stamped slips or letters from underwriters, insurers, or reinsurers.

If bidder fails to supply information requested by GPA concerning the bidder's insurer's financial capacity and rating, which GPA may request any time prior to award, GPA shall base determination of responsibility on any available information, or GPA may find bidder non-responsive.

- RATING DATA

Information about GPA and its experience in peril exposure and risk retention and/or transfer is contained in the Rating Data attachment. Prospective bidders requiring additional rating data should address their inquiry to the Procurement Officer identified in this bid. Replies with significant data will be furnished to all persons who, on record, have registered for this multi-step bid (MSB) and have agreed in writing by signing the Non-Disclosure Agreement.

SECTION IV: CONTRACT TERMS

GPA is hereby inviting bids for insurance contracts (policies) on a multi-year or long-term basis (e.g., three years) with terms to commence November 1, 2026 to November 1, 2029. GPA understands that most insurance policies have 12-month terms; however multi-year policy is preferred. GPA fully expects to stay with the selected insurance program for at least three years and renew on an annual basis if needed.

Insurance policies proposed are acceptable for 12-month term or multi-year billed annually.

Bidders will need to furnish the proposed contract, which shall include, at a minimum, the following:

- Detailed description of the coverage terms proposed including but not limited to:
 - Any exceptions to the minimum coverage specifications outlined in this MSB

- Specifically noting which requested coverage enhancements have been achieved, which cannot be achieved and, if applicable, detail any additional enhancements that were obtained.
- Premiums for proposed coverage comparable to the expiring coverage as set out in Appendix A, and, any incremental premiums resulting from coverage enhancements. Also, detail any premium increases or decreases for optional limits and deductibles requested in the coverage specifications.
- Lead markets that are utilized to achieve the 70% commitment. Fronting carriers or Primary insurers must be rated A-, IX or better by AM Best.

SECTION V: EVALUATION OF BIDS

In evaluating bids, GPA will consider which proposal offers the most robust and comprehensive insurance coverage available in the market by reputable and highly rated underwriters and carriers with the financial capacity to honor insurance terms for a program the size and quality as the Guam Power Authority with its assets of \$1 Billion. GPA reserves the sole right to determine the acceptability and ranking of bids in any respect to meet GPA’s needs. In the evaluation process, the following factors will be considered:

<u>CRITERIA</u>	<u>POINTS</u>	<u>Percentage</u>
• Ability to service GPA/past and current performance of similar contracts	50	5%
• Claims and loss control services	50	5%
• Utility, Municipality, and other large program insurance experience	50	5%
• Intermediary, Underwriter, Insurance Carrier personnel and qualifications	100	10%
• Industry reputation, Client References	50	5% %
• Financial capacity and current AM Best rating of carriers and re-insurers	200	20 %
• Breadth of Policy coverage and extent of restrictions or exclusions	400	40%
• Additional coverages	<u>100</u>	<u>10 %</u>
TOTAL POINTS	1,000	100 %

GUAM POWER AUTHORITY
CASUALTY INSURANCE SPECIFICATIONS
MINIMUM COVERAGE REQUIREMENTS

POLICY INFORMATION:

Named Insured:

Guam Power Authority
and/or its Subsidiary, affiliates,
and/or Associated Agencies as now or hereafter constituted
P.O. Box 2977
Hagatna, Guam 96932-2977

Additional Named Insured as their interest may appear:

1. Government of the United States of America, in respect of various facilities on Guam owned by the United States of America and leased to the Guam Power Authority
2. Bank of Guam

Policy Period:

From the 1st of November 2026 to the 1st of November 2029 both days at 00:01 hours Local Standard Time at the locations of the Casualty Insured.

- Minimum annual renewal.

A. GENERAL LIABILITY:

1. Limits of Liability

\$1,000,000 - Combined Single Limit (CSL)
\$2,000,000 – Aggregate for Products/Completed Operations
\$1,000,000 – Aggregate for Personal & Advertising Injury
\$2,000,000 - Aggregate per Location & per Project for Other than Products Liability/Completed Operations, Personal & Advertising injury
\$1,000,000 – Fire Damage to Rented Premises
\$ 10,000 – Medical Expense
\$1,000,000 – Employee Benefit Liability
\$2,000,000 – Employee Benefit Liability Aggregate

2. Deductibles:

Property Damage \$5,000 per occurrence — General Liability

3. Coverage or condition inclusions:

1. Premises Operations
2. Independent contractors
3. Products Liability/Completed Operations, if any, furnished by GPA
4. Employee Benefits Liability
5. Delete the "x, c, u" exclusion
6. Delete the "employee" exclusion as respects Personal Injury Liability
7. Personal Injury and Advertising Injury Liability
8. Blanket Contractual Liability
9. Premises Medical Payments (\$10,000 per occurrence)
10. Host Liquor Liability
11. Fire and/or Explosion Legal Liability Coverage — Real Property
12. Incidental Medical Malpractice Coverage
13. Watercraft Non-Owned-Owned-Unlimited size
14. Worldwide Coverage
15. Employee as additional insured
16. Independent Contractors Liability
17. Fellow Employee Coverage
18. No Pollution Exclusion
19. No Punitive Damages Exclusion
20. Non-licensed vehicles (mobile equipment)
21. Blanket additional insured where required by written contract
22. Primary and non-contributory additional insured where required by written contract.
23. Blanket waiver of subrogation where required by written contract
24. Blank Cyber coverage
25. Aviation Liability for Unmanned Aerial Vehicles (UAV, Drones)

B. AUTOMOBILE LIABILITY:

1. Limits of Liability:

Combined Single Limit (CSL)	\$1,000,000
Uninsured/Underinsured Motorists	\$1,000,000 Combined, each accident
Medical Payment	\$10,000 each person

2. Conditions and/or Inclusion:

- a. All owned, hired, and non-owned automobiles
- b. No exclusion for invalid driver's license
- c. Delete fellow employee exclusion
- d. Coverage on non-owned vehicles to be excess of owner's insurance
- e. Deductible - \$5,000 for Property Damage Liability
- f. Coverage to be excess of personal vehicles used on GPA business for both
- g. Employee as insured

3. Underwriting Information:

See Fleet Schedule Appendix B

D. AUTO PHYSICAL DAMAGE

COMPREHENSIVE

- 1. Limit \$6 million at any one location or single occurrence
- 2. Deductible \$1,000 per accident or occurrence
- 3. Coverage Applies only to those vehicles valued in excess of \$100,000. See vehicle listing for vehicles valued in excess of \$100,000
- 4. Valuation basis: ACV

COLLISION

- 1. Limit \$6 million at any one location or single occurrence
- 2. Deductible \$1,000 per accident or occurrence
- 3. Coverage Applies only to those vehicles valued in excess of \$100,000. See vehicle listing for vehicles valued in excess of \$100,000
- 4. Valuation basis: ACV

TYPHOON

- 1. Limit \$6 million at any one location or single occurrence
- 2. Deductible \$1,000 per accident or occurrence
- 3. Coverage Applies only to those vehicles valued in excess of \$100,000. See vehicle listing for vehicles valued in excess of \$100,000
- 4. Valuation basis: ACV

E. Crime

1. Limits of Liability and deductibles

	Limits	Deductible
Employee dishonesty	\$2,000,000	\$75,000
Loss inside premises	\$2,000,000	\$75,000
Loss outside premises	\$500,000	\$75,000
Money order, counterfeit		
Paper currency	\$2,000,000	\$75,000
Depositor's Forgery	\$2,000,000	\$75,000
Cheque Forgery	\$2,000,000	\$75,000
Third Party Computer Fraud	\$2,000,000	\$75,000

Retro-Active Date: October 1, 2004 in respect of Employee Dishonesty in excess of \$500,000 and October 1, 2003, in respect all other coverages.

F. WORKER'S COMPENSATION/EMPLOYERS LIABILITY

Coverage:

Cumulative or aggregate costs of benefits required by law paid to all employees suffering injury in any occurrence or accident in excess of \$100,000 per occurrence self-insured retention.

NOTE: Guam Workmen's Compensation Commission pays all claims for work related bodily injury and then is reimbursed for such costs by GPA. (PL 1-80 as amended by PL 16-00 1)

Endorsement Required:

- Covers anyone performing duties on behalf of GPA whether compensated by GPA or not
- United States Longshoremen and Harbor Workers Act

Rating:

History of claims paid by GPA over the past three (3) years.

Limits:

Workers Compensation	Statutory Limits	Guam Law as applicable
Employers Liability	\$1,000,000	Each accident
Employers Liability	\$1,000,000	Disease – Policy Limit
Employers Liability	\$1,000,000	Disease – Each employee

Self-insured Retention: \$100,000

Statutory benefits due employees excess of \$100,000 per occurrence self-insured retention.

1. United States Longshoremen and Harbor Workers Act coverage
2. Additional Named Insureds added by endorsement
3. Cancellation or Material change in coverage minimum Notice 60 days (Will notify in writing)
4. Deposit Premium NOT subject to Audit
5. Blanket Primary and Non-contributory wording
6. Blanket Waiver of Subrogation
7. Coverage for Executive Officers, owners, & Directors

G. EXCESS LIABILITY:

1. Limit of Liability - \$50,000,000 Each occurrence
Excess to be follow form.
No annual aggregate

Form: Occurrence Basis

Underlying Coverage Type	Limit of Insurance
Auto Liability	\$1,000,000 / \$2,000,000
General Liability	\$1,000,000 / \$2,000,000

Employers Liability

\$1,000,000

The Excess liability insurance shall also include the following coverages and/or endorsements:

1. Aviation Liability for Unmanned Aerial Vehicles (UAV, Drones)
2. Employee Benefit Liability
3. Primary and Non-contributory
4. Blanket Contractual Liability
5. Cancellation or Material change in coverage minimum Notice 60 days (Will notify in writing)
6. MUST contain "Will pay on behalf of insured" coverage, "Will Indemnify" clause is not acceptable
7. Blanket Primary and Non-contributory wording
8. Blanket Waiver of Subrogation
9. Blanket Additional Insured Endorsement
10. Coverage Territory: Worldwide

H. DIRECTORS & OFFICERS LIABILITY

1. Limit of Liability – Total aggregate for all loss, arising out of all claims made against all insureds under all insurance covers combined (including defense cost): \$15,000,000. Total aggregate limit of liability for Non-Executive Director: \$2,000,000

2. Deductible –

- \$0 non-indemnifiable loss

Insurance Cover B and indemnifiable loss:

- \$50,000 for any one claim made outside the U.S.A., its territories or possessions and Canada including any judgments, settlements, or final agreements.
- \$100,000 for any claim made within the U.S.A. its territories or possessions and Canada including any judgments, settlements, or final agreements.

Only one retention shall be applied for loss arising from any claim or claims alleging a single wrongful act.

3. Retro-Active Date: October 20, 1993

4. Continuity Dates:

- a. Pending and prior litigation: Unlimited excluding known claims and circumstances only.
- b. Pollution claims: Unlimited excluding known claims and circumstances only.

5. Territorial Scope/Jurisdiction – Worldwide

6. Endorsements that may be acceptable:

- a. War/Act of War Exclusion
- b. Full SEC Exclusion
- c. Payment and Gratuities Exclusion
- d. Failure to supply Electricity Exclusion
- e. Failure to Maintain Insurance Exclusion
- f. Non-Executive Directors Cover
- g. Trade Embargo Endorsement
- h. Entity Securities Claims
- i. Pollution Defense Costs

- j. EPLI Coverage - \$1,000,000 – Continuity Date November 1, 2019
- k. Positions Deemed to be Insured – Board of Directors of the Consolidated Commission on Utilities (CCU), but only with respect to their oversight and activities involving Guam Power Authority
- l. Specific matters exclusion – Litigation as of 09/30/2020 detailed in Audited Financial Statements
- m. No Government exclusion

I. EMPLOYED LAWYERS PROFESSIONAL LIABILITY COVERAGE

\$1,000,000 each claim/aggregate Limit of Liability
 \$10,000 deductible each claim

- May consider inclusion under the D&O as an endorsement versus a stand-alone policy.
- Retro-active date: Inception
- Territory - Worldwide

J. ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY

\$1,000,000 each claim/aggregate Limit of Liability
 \$100,000 deductible each claim

Include:

- Schedule of Persons Covered
- Retro-active Date – November 1, 2018
- Territory: Territory of Guam

Appendix A

GPA Current Insurance Program

<u>COVERAGE</u>	<u>LIMITS</u>	<u>RETAINED RISK</u>
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate	\$5,000 Property Damage
Auto Liability	\$1,000,000 CSL	\$5,000 Property Damage
Auto Physical Damage	Covers Vehicles in excess of \$100,000 ONLY	\$1,000 Auto Physical Damage
Blanket Crime	\$2,000,000 except \$75,000 \$500,000 Money & Securities – Loss Outside	
Excess Workmen's Compensation	\$1,000,000	Excess of \$100,000 Self-insured
Excess Liability	\$100,000,000 limit — no Annual aggregate*	Excess of \$1million Primary
Director's & Officers	\$25,000,000 limit	\$-0-deductible Directors & Officers \$100,000 deductible GPA Retro Date - October 20, 1993 EPLI - \$1,000,000 with Continuity Date of November 1, 2019
Architects & Engineers Professional Liability	\$1,000,000 limit	\$10,000 Retro-Date - November 1, 2018

Appendix B

**GPA INSURANCE RATING DATA – FLEET SCHEDULE & VEHICLES OVER
\$100,000 VALUE**

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
4083	Sedan(Ford Focus)	2005	1FAFP34N75W128436
4154	Pickup(Ford F150)	2005	1FTVF12545NA12889
4155	Pickup(Ford F150)	2005	1FTVF12525NA12888
4185	Step Van(Ford E450)	2005	1FCLE49S65HA38884
4293	Pickup(Ford Ranger 4x2)	2005	1FTYR10D25PA58191
4297	Pickup(Ford Ranger 4x2)	2005	1FTYR10D65PA62261
4298	Step Van(Ford E450)	2005	1FCLE49S55HA38886
4299	Step Van(Ford E450)	2005	1FCLE49S45HA38883
4300	Step Van(Ford E450)	2005	1FCLE49S85HA38885
4359	SUV(Nissan Xterra)	2005	5N1AN08W75C605505
4445	SUV(Nissan Xterra)	2006	5N1AN08U16C501009
4447	SUV(Nissan Xterra)	2006	5N1AN08UX6C500411
4454	Cargo Van(Ford E350)	2006	1FTS534L16DA03211
4656	SUV(Nissan Xterra)	2006	5N1AN08W16C505496
4657	SUV(Nissan Xterra)	2006	5N1AN08W76C533772
4662	SUV(Nissan Xterra)	2006	5N1AN08W46C500874
4851	Step Van(Ford E450)	2010	1FC4E4KLXADA30487
4866	SUV(Hyundai Tucson)	2011	KM8JT3AC8BU269277
4867	SUV(Hyundai Tucson)	2011	KM8JT3AC5BU279586
4868	SUV(Hyundai Tucson)	2011	KM8JT3AC1BU279990
4869	SUV(Hyundai Tucson)	2011	KM8JT3AC5BU279992
4873	Pickup(Ford Ranger 4x2)	2011	1FTKR1ED9BPA36473
4879	Cargo Van(Ford E150)	2011	1FTNE1EWXBDA54976
4922	Pickup(GMC Canyon 4x4)	2017	1GTG6CEN7H1177332
4923	Pickup(GMC Canyon 4x4)	2017	1GTG6CEN4H1176607
4924	Pickup(GMC Canyon 4x4)	2017	1GTG6CEN9H1177574
4925	Pickup(GMC Canyon 4x4)	2017	1GTG6CEN0H1177835
4933	Pickup(GMC Canyon 4x2)	2017	1GTG5CEAXH1176515
4934	Pickup(GMC Canyon 4x2)	2017	1GTG5CEA2H1177836
4935	Pickup(GMC Canyon 4x2)	2017	1GTG5CEA9H1179230
4937	Pickup(GMC Canyon 4x2)	2017	1GTG5CEA9H1179955
4946	SUV(GMC Acadia)	2017	1GKKNKLA6HZ199061
4947	Electric Car(Nissan Leaf)	2017	1N4BZOCP4HC307324
4948	Electric Car(Nissan Leaf)	2017	1N4BZOCP7HC307382
4949	SUV(GMC Acadia)	2017	1GKKNKLA5HZ199732
4950	SUV(GMC Acadia)	2017	1GKKNKLA3HZ198689
4972	Pickup(GMC Canyon 4x4)	2016	1GTG6CE35G1378451
5017	Pickup(Ford Ranger 4x2)	2011	1FTKR1ADX8PA36469
5018	Pickup(Ford Ranger 4x2)	2011	1FTKR1AD8BPA36471
5019	Pickup(Ford Ranger 4x2)	2011	1FTKR1AD0BPAG0585
5022	Utility Truck(Dodge Ram2500)	2011	3D7LT2ETYAG108421
5043	Pickup(Ford Ranger 4x2)	2011	1FTLR1EE6BPA77186
5044	Pickup(Ford Ranger 4x2)	2011	1FTLR1EE4BPA77185

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
5045	Utility Truck(Ford Ranger 4x2)	2011	1FTLR1EE2BPA77184
5046	Utility Truck(Ford Ranger 4x2)	2011	1FTLR1EE0BPA77183
5048	Utility Truck(Ford Ranger 4x2)	2011	1FTLR1EE7BPA77181
5049	Pickup(Ford Ranger 4x2)	2011	1FTLR1EE9BPA77179
7367	SUV(GMC Acadia)	2017	1GKKNKLA0HZ199038
5354	SUV(GMC Acadia)	2017	1GKKNKLA0HZ192391
5369	Pickup(Nissan Frontier)	2007	1N6AD09WX7C404073
5409	Utility Truck(Ford Ranger 4x4)	2011	1FTLR1FE3BPA77189
5410	Utility Truck(Ford Ranger 4x4)	2011	1FTLR1FE1BPA77188
5411	Utility Truck(Ford Ranger 4x4)	2011	1FTLR1FEXBPA77187
5454	Utility Truck(Ford F350)	2010	1FDWF3H59AEA57503
5546	Cargo Van(Ford E150)	2011	1FTNE1EW1BDA54977
5547	Cargo Van(Ford E150)	2011	1FTNE1EW3BDA54978
5566	Pickup(Ford Ranger 4x2)	2009	1FTYR10D99PA16462
5567	Pickup(Ford Ranger 4x2)	2009	1FTYR10D09PA16088
5568	Pickup(Ford Ranger 4x2)	2009	1FTYR10D79PA16461
5569	Pickup(Ford Ranger 4x2)	2009	1FTYR10D59PA16460
5570	Pickup(Ford Ranger 4x2)	2009	1FTYR10D99PA16459
5571	Pickup(Ford Ranger 4x2)	2009	1FTYR10D99PA16090
5588	Cargo Van(Ford E150)	2011	1FTNE1EW8BDA54975
5756	Pickup(GMC Canyon 4x4)	2016	1GTG6CE39G1372829
5757	Pickup(GMC Canyon 4x4)	2016	1GTG6CE31G1373022
5758	Pickup(GMC Canyon 4x4)	2016	1GTG6CE39G1372782
5759	Pickup(GMC Canyon 4x2)	2016	1GTG5CEA0G1373000
5760	Pickup(GMC Canyon 4x2)	2016	1GTG5CEA0G1373756
5782	SUV(GMC Acadia)	2017	1GKKNKLA0HZ201119
5783	Utility Truck(Ford Ranger 4x2)	2011	1FTLR1EE7BPA77178
5985	Pickup(Ford F150)	2012	1FTEX1CM4CKD41092
5986	Pickup(Ford F150)	2012	1FTEX1CM6CKD41093
5987	Pickup(Ford F150)	2012	1FTEX1CM8CKD41094
5989	Pickup(Ford F150)	2012	1FTEX1CM1CKD41096
5990	Pickup(Ford F150)	2012	1FTEX1CM5CKD41098
5991	Pickup(Ford F150)	2012	1FTEX1CM7CKD41099
6002	SUV(Kia)	2012	KNDPB3A20C7347348
6003	Cargo Van(Ford E150)	2012	1FTNE1EW9CDA94547
6005	SUV(Kia)	2012	KNDPB3A26C7346799
6006	SUV(Kia)	2012	KNDPB3A22D7356201
6180	Mini Van(Kia)	2012	KNDMG4C73C6502211
6397	Transit Cargo Utility Van	2017	1FTYE1YM9HKA59002
6398	Transit Cargo Utility Van	2017	1FTYE1YM7HKA59001
6420	Utility Truck (Ford F-250)	2017	1FD7X2B65HEE11542
6421	Utility Truck (Ford F-250)	2017	1FD7X2B66HED89101
6422	Utility Truck (Ford F-250)	2017	1FD7X2B68HED89102
6423	Utility Truck (Ford F-250)	2017	1FD7X2B64HED89100
6755	4X4Tacoma DBL CAB (Toyota)	2018	5TFCZ5AN2JX158892

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
6756	4X4Tacoma DBL CAB (Toyota)	2018	5TFCZ5AN3JX145861
6766	Pre-Runner DBL CAB (Toyota)	2018	5TFAX5GNOJX125846
6767	Pre-Runner DBL CAB (Toyota)	2018	5TFAX5GN4JX125901
6768	Pre-Runner DBL CAB (Toyota)	2018	5TFAX5GNOJX123983
6769	Pre-Runner DBL CAB (Toyota)	2018	5TFAX5GN6JX123809
6770	Pre-Runner DBL CAB (Toyota)	2018	5TFAX5GN2JX122771
6771	Pre-Runner DBL CAB (Toyota)	2018	5TFAX5GNOJX123126
6772	Pre-Runner DBL CAB (Toyota)	2018	5TFAX5GNXJX127510
6773	Pre-Runner DBL CAB (Toyota)	2018	5TFAX5GN2JX122673
6774	Pre-Runner DBL CAB (Toyota)	2018	5TFAX5GNOJX121666
6775	Pre-Runner DBL CAB (Toyota)	2018	5TFAX5GNOJX125846
6804	Utility Truck SIERRA 2500 HD 4X4	2019	2GT22NEG9K1114933
6805	Utility Truck SIERRA 2500 HD 4X4	2019	2GT22NEG1K1111167
6806	Utility Truck SIERRA 2500 HD 4X4	2019	2GT22NEGXK1111927
6927	Electric Car(Nissan Leaf)	2019	1N4AZ1CPXJC312342
6883	4X4Tacoma DBL CAB (Toyota)	2019	5TFDZ5BN6KX043314
6884	4X4Tacoma DBL CAB (Toyota)	2019	5TFDZ5BN6KX041885
6931	Pre-Runner DBL CAB (Toyota)	2019	5TFAX5GNOKX155883
6932	Pre-Runner DBL CAB (Toyota)	2019	5TFAX5GN7KK159834
6933	Pre-Runner DBL CAB (Toyota)	2019	5TFAX5GN3KX155327
6936	Pre-Runner DBL CAB (Toyota)	2019	5TFAX5GN5KX160545
6937	Pre-Runner DBL CAB (Toyota)	2019	5TFAX5GN4KX158320
6938	Pre-Runner DBL CAB (Toyota)	2019	5TFAX5GN4KX160424
6939	Pre-Runner DBL CAB (Toyota)	2019	5TFAX5GN2KX160714
6940	Pre-Runner DBL CAB (Toyota)	2019	5TFAX5GNOKX160520
6944	Pre-Runner DBL CAB (Toyota)	2019	5TFAX5GN3KX159135
6945	Pre-Runner DBL CAB (Toyota)	2019	5TFAX5GN1KX159764
6947	Pre-Runner DBL CAB (Toyota)	2019	5TFAX5GN3KX161497
6948	Pre-Runner DBL CAB (Toyota)	2019	5TFAX5GN3KX161791
6956	Utility Truck SIERRA 2500 HD 4X4	2019	2GT22NEG4K1202983
6957	Utility Truck SIERRA 2500 HD 4X4	2019	2GT22NEG7K1198217
7306	Pickup(Ford F150)	2005	1FTVF12535NA12883
7369	Utility Truck SIERRA 2500 HD 4X4	2020	1GD59LE79LF289539

BUCKET TRUCKS

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
55	Bucket Truck(Freightliner)	2007	1FVACXCS27HX47312
3015	Bucket Truck(Kenworth)	1998	3BK0H7X5XF828279
4506	Bucket Truck(GMC)	2006	1GDE5C3236F430869
6922	Bucket Truck(GMC)	2006	1GDE5C3246F430203
4587	Bucket Truck(Freightliner)	2007	1FVACXCS97HX47310
4739	Bucket Truck(Freightliner)	2008	1FVACXCS18HZ38804
4980	Bucket Truck(Freightliner 55ft)	2017	1FVACYDJ4HHJA4629
4981	Bucket Truck(Freightliner 55ft)	2017	1FVACYDJOHHJA4627
4982	Bucket Truck(Freightliner 55ft)	2017	1FVACYDJ2HHJA4628
5525	Bucket Truck(Freightliner)	2009	1FVACXCS29HAM3374
5527	Bucket Truck(International)	2009	3HAMMAAL59L146989
5528	Bucket Truck(International)	2009	3HAMMAAL19L146990
6184	Bucket Truck(International)	2014	3HAMMAAN8EL363691
6185	Bucket Truck(International)	2014	3HAMMAANXEL363692
5381	Bucket Truck(Altec 65ft)	2017	1NKHHZ8X7HR155880
5382	Bucket Truck(Altec 65ft)	2017	1NKHHZ8X0HR155879
5394	Bucket Truck(Altec 65ft)	2017	1NKHHZ8X9HR155881
6564	Bucket Truck(Freightliner 55ft)	2019	1FVACYDJ8KHJW6286
6725	Bucket Truck(Freightliner 55ft)	2019	1FVACYDJ1KHJW6288
6726	Bucket Truck(Freightliner 55ft)	2019	1FVACYDJXKHJW6287
7011	Bucket Truck(Freightliner 120ft)	2020	1FVMC5CV4LHLY9412
7017	Bucket Truck(Freightliner 55ft)	2020	1FVDCYDJ3LHLV6463
7018	Bucket Truck(Freightliner 55ft)	2020	1FVDCYDJ5LHLV6464
7019	Bucket Truck(Freightliner 55ft)	2020	1FVDCYDJ1LHLV6462
7419	Bucket Truck(Freightliner 55ft)	2022	3ALDCYFC2NDNK7534
7420	Bucket Truck(Freightliner 55ft)	2022	3ALDCYFC4NDNK7535
7421	Bucket Truck(Freightliner 55ft)	2022	3ALDCYFC6NDNK7536

TRAILERS

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
2418	Luke Trailer(Generator-Generac)	1994	1L9111514RA160120
6978	KOHLER 150KW GENERATOR(TRAILER)	2012	4AGHU1822CC043188
6977	KOHLER 150KW GENERATOR(TRAILER)	2012	4AGHU1824CC043189
6976	KOHLER 100KW GENERATOR(TRAILER)	2012	4AGEU1623CC043190
7411	WESTINPOWER TP75T GENERATOR(TRAILER)	2021	T7520011501
7412	WESTINPOWER TP75T GENERATOR(TRAILER)	2021	TP7520011499
7412	WESTINPOWER TP75T GENERATOR(TRAILER)	2021	T17520011500
4978	Trailer(12ton Felling)	2017	5FTCF3228H1002800
4988	Trailer(Lark-Fiber Optic)	2016	5RTBE1226GD054998
5009	Trailer(Insulator Washer)	2011	4HAFB1204BS000033
5613	Trailer(Bernard&Lease)	1979	GTX50F
5936	Trailer Compressor(Morrico)	2014	D185P3JD
5937	Trailer(Tarter Gate West)	2013	57F8U101DC002331
5938	Trailer(Tarter Gate West)	2012	57BU1014DC002332
6221	Trailer(Welder, Lincoln)	2004	U1040412380
DP10-4H	Trailer	2000	
SL20	Trailer(Oil Heater)	1998	
T50/52	Trailer(Cable Reel)	2000	
5749	Trailer Oil Purifier (interstate)	2016	1UK500J22G1089396
5799	Trailer(Cable Reel)	2018	5FTCFE333ZJ1002801
4914	Mobil Substation	2017	1Z9SD5431GD058770
6396	50 Ton Low Boy Trailer	2018	5JL8S134JPP09330
	Substation Trailer	2009	
	Trailer/Line Puller(International)	2002	
	Trailer (Arrow board)	2011	SF111014B1000392
	Trailer(Arrow Board Wanco Inc. WTD3B8)	2014	SF11D1016E1003332
	Trailer(Light Tower Terex)	2012	
6746	Trailer (Floodlight with Generator)	2019	7FSBL1412JB570854
	LIGHT TOWER (GENERAC)	2019	7FSBL1417KB383207
6942	Vacuum Excavator (MCEL RATH)	2019	1M9FE1225KS284651
6970	Multipurpose Trailer(welding mach)	2019	4GNBM091XKB052824
7117	Trailer(WSD 150KVA Generator)	2020	DKM026003
7118	Trailer(WSD 150KVA Generator)	2020	DKM028006
7119	Trailer(WSD 150KVA Generator)	2020	DKM024005
7120	Trailer(WSD 150KVA Generator)	2020	DKM029004
7121	Trailer(WSD 150KVA Generator)	2020	DKM025002
7127	Trailer(WSD 150KVA Generator)	2020	DKM027001
7353	325KVA MOBILE DIESEL GENERATOR(TRL)	2020	T20010482
7354	31KVA MOBILE DIESEL GENERATOR(TRL)	2020	T20010237
7355	325KVA MOBILE DIESEL GENERATOR(TRL)	2020	T20010483
7356	325KVA MOBILE DIESEL GENERATOR(TRL)	2020	T20010238
7357	625KVA MOBILE DIESEL GENERATOR(TRL)	2020	T20010485
7358	625KVA MOBILE DIESEL GENERATOR(TRL)	2020	T20010484
7359	625KVA MOBILE DIESEL GENERATOR(TRL)	2020	T20010239

TRACTOR TRUCKS

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
2941	Tractor Truck(Kenworth)	1998	1XK0D6TX8XR828341
6475	Tractor Truck(Kenworth)	1991	1NK0L60XXN5570282
7301	Tractor Truck(Freightliner)	2021	1FUJCSV1NHNM8574
7227	Tractor Truck(Freightliner)	2023	3AKJCS5CV5PDUCC9334

FLATBED TRUCKS

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
3137	Flatbed Truck(Kenworth)	1999	1NK0L09X4YR838870
4737	Flatbed Truck(Sterling)	1998	2FZNDJB80XA985903
4577	Flatbed Truck(International)	2006	1HTMKAAN07H395047

CRANES

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
6130	Crane(Freightliner)	2011	1FVHC7BS6BHBB4924
4979	Crane(40ton Grove)	2016	235102
6963	CRANE (40TON MANITEX)	2019	1NKHLZ0X9LR410161

DIGGERS

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
5518	Digger(International)	2001	1HTSHADT01H393466
6916	Digger(Freightliner)	2019	1FVHC5CV2KHKW4232
6887	Digger(Freightliner)	2019	1FVHC5CV0KHKW4231

DERRICKS

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
6150	Derrick Truck(Freightliner)	2012	1FVACYDJ1CHBV5988
6851	Derrick Truck(Freightliner)	2019	3ALACYDJXKV9719

DUMP TRUCKS

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
5380	Dump Truck(Freightliner)	2017	1FVACXDJ3HHJD4764
6550	Dump Truck(Freightliner)	2018	1FVACXDJ9HJW2790
6551	Dump Truck(Freightliner)	2018	1FVACXDJ2HJW2789

BACKHOES

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
5998	Backhoe(Caterpillar)	2011	CAT0420EKDJL02450
5793	Backhoe(New Holland)	2017	FNH0B95BNHHH01627

EXCAVATOR

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
Excavator	Excavator (Liugong)	2019	CLG922EZPK068151

SERVICE TRUCK

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
6463	Service Truck(Kenworth)	1992	1NK0L59X8NS581116

SCISSOR LIFT

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
2747E	Electric Scissor Lift(New Haulotte)	2008	

RTV

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
5EH3-010A2	RTV(Yamaha Kodiak 400)	1999	5EH3-010A2

WOOD CHIPPERS

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
6416	Trailer Mounted Wood Chipper	2018	1VR2161V 1J1008784
6417	Trailer Mounted Wood Chipper	2018	1VR2161V 1J1008785
6419	Trailer Mounted Wood Chipper	2018	1VR2161V 1J1008786

BOOM MOWERS

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
6539	Tractor Boom Mowers	2018	1LVS100MLHJ402208
6540	Tractor Boom Mowers	2018	1LVS100MHHJ402209
6541	Tractor Boom Mowers	2018	1LV5100MAHJ402210

FORKLIFTS

LIC. PLATE #	VEHICLE DESCRIPTION	Year	VIN Number
	2.5ton Forklift(Hyundai)	2012	HHKHH522KD0000126
	3 Ton Forklift (LiuGonG)	2019	CLG2000ZAJT041438
	2.5ton Forklift(Yale)	1996	GPD30TEJUA E2895
	3 Ton Forklift (LiuGonG)	2019	CLG2000ZVJT041439
	3ton Electric Forklift(Yale)	1996	
	3ton Forklift(Electric Doosan)	2012	Serial # EY0982
	3 Ton Forklift (LiuGonG)	2019	CLG2000ZVJT041440
	3ton Forklift(Yale)	1996	
	3ton Forklift(Yale)	2006	
	3ton Forklift(Yale)	2004	
	5ton Forklift Sit in(Hyundai)	2013	HHKHV10AD0000309
	5ton Forklift(Doosan)	2012	
	10ton Forklift (Doosan)	2018	FDBOE-1160-01314
	3ton Forklift(Yale)	1998	A871R1984V

DIRECTOR'S & OFFICER'S APPLICATION

Application Form
AIG

PLEASE COMPLETE ALL SECTIONS. INCOMPLETE APPLICATIONS WILL BE REJECTED

Supplementary Questionnaire for Employment Practices Liability (Entity Cover)

When completing this Supplementary Questionnaire

- Please answer all questions giving full and complete answer
- Your attention is drawn to the Important Notice contained in the main proposal
- Please ensure that this supplementary Questionnaire is properly signed and dated

1 How many employees does the proposer have in the following categories?

Employees: 412

Officers: 8

2 Does the proposer have a Human Resources Department YES NO
 IF Yes* how many employees are there in this department? _____
 IF No, how is the function handled? _____

3 How many officers and other employees have resigned, been terminated (with or without cause) or have taken early retirement within the last 24 months?

Employees: FY2021 = 31 "No early retirements", FY2022 = 52 "No early retirements"

Officers: 1

4 (a) Does the proposer have written Human Resources Manual or equivalent written management guidelines?

Yes No

(b) Please tick box if the manual/guidelines indicate a policy or procedure with respect to the following events.

- | | |
|--|-------------------------------------|
| Written application for employment | <input checked="" type="checkbox"/> |
| Confidential treatment of medical examinations | <input checked="" type="checkbox"/> |
| Legally prohibited discrimination | <input checked="" type="checkbox"/> |
| Sexual harassment | <input checked="" type="checkbox"/> |
| Compliance with statutes | <input checked="" type="checkbox"/> |
| Employee disciplinary action | <input checked="" type="checkbox"/> |
| Redundancies, termination of employment and early retirement | <input checked="" type="checkbox"/> |
| Employee out-placement services | <input checked="" type="checkbox"/> |
| Employee appraisal/review | <input checked="" type="checkbox"/> |

(c) Please tick relevant box (es) if decisions regarding these events are always subject to prior review by the proposer's human resources department, legal department or outside legal adviser

Individual decision's are always reviewed by	Human Resources Dep't	Legal Dep't	External Legal Adviser
Written application for employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Confidential treatment of medical examinations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Legally prohibited discrimination	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual harassment \	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Compliance with statues	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Employee disciplinary actions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Redundancies, termination of employment and early retirement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Employee out - placement services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Employee appraisals/reviews	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(d) Does the proposer have an employee handbook which is distributed to all employees? Yes No
 If "Yes" please give details:

5. Is the proposer currently undergoing or does the proposer contemplate undergoing during the next 12 months, any employee layoff or early retirement (including those resulting from any type of company restructuring, office, plant or store closure)? Yes No

If "Yes" please give details:

6 Please provides on a separate attachment full details of all wrongful termination, discrimination and sexual harassment claims made against the proposer or any of the directors, officers or employees during the last five years including amount at may judgment or settlements and costs of defense
 If "no" such claims, please tick No No

7 Please provide on a separate attachment full details of all inquiries, investigations grievance filing or other administrative hearings previously filed with or currently before any local or governmental agency governing employer responsibility to employees.

8. Are there now or have there been any employment practices claim (s) against the proposer or any of its subsidiaries? Yes No

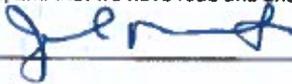
If "Yes" please give details

8. CONSENT CLAUSE

" I agree and authorize the Company to use and disclose any information (collected or held) with regard to matters pertaining to this application, to enable the Company, its associated individuals/organizations or independent third parties, to provide advice or information covering products or services which the Company believes may be of interest to me or to communicate with me for any purpose. "

DECLARATIONS

We declared that the statements and particulars in this Supplementary Questionnaire are true and that no material facts have been misstated or suppressed after enquiry. We acknowledge receipt of the "Important Notice" which was attached to the main proposal, and that we have read and understood the content of that notice.

JOHN M. BENAVENTE, P.E. 

Signed

GENERAL MANAGER

Title

10/25/2022

Date

Appendix C

GUAM POWER AUTHORITY FIVE YEAR CASUALTY INSURANCE LOSS HISTORY STATEMENT (\$000)

POLICY	INSURANCE POLICY PERIOD				
Description	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022
Commercial Automobile	NIL	NIL	NIL	NIL	NIL
Commercial Floater	NIL	NIL	NIL	NIL	NIL
Comprehensive 3D	NIL	NIL	NIL	NIL	NIL
Comprehensive Liability	NIL	NIL	NIL	593.15	NIL
Directors & Officers	NIL	NIL	1678.00	NIL	NIL
Excess General Liability	NIL	NIL	NIL	NIL	NIL
Excess Workers' Compensation	NIL	NIL	NIL	NIL	NIL
Professional Liability	NIL	NIL	NIL	NIL	NIL