



PORT OF GUAM
 ATURIDATI PUETTON GUAHAN
 Jose D. Leon Guerrero Commercial Port
 1026 Cabras Highway, Suite 201, Piti, Guam 96925
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Lourdes A. Leon Guerrero
 Governor of Guam
 Joshua F. Tenorio
 Lieutenant Governor

Invitation for Bid No. IFB- PAG-015-22

Insurance Coverage for the Port Authority of Guam

AMENDMENT NO. 1

August 29, 2022

NOTICE TO OFFERORS: The IFB documents of the above referenced project are hereby amended to include the following as part of IFB documents:

1. Amend to change on page 23 of the IFB, item number 7

TO READ FROM:

[X] 7 “ALL OR NONE” BIDS: NOTE: by checking this item, the Government is requesting all of the bid items to be bided or none at all.

TO NOW READ:

[] 7 “ALL OR NONE” BIDS: NOTE: by checking this item, the Government is requesting all of the bid items to be bided or none at all.

2. Amend to include in the IFB Attachment No.1 (Requested Coverage)

***** END OF AMENDMENT NO. 1, ALL OTHERS REMAIN THE SAME *****

Issued by:

Rory J. Respicio
 General Manager

NAME OF PROPOSER: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

DATE/ TIME: _____

PROPERTY INSURANCE**Named Insured**

Jose D. Leon Guerrero Commercial Port
Port Authority of Guam (PAG)

Term

October 1, 2022 to October 1, 2027, both days at 12:01 AM Local Standard Time

Coverages Required

| Coverage | Limits |
|---|------------------------------------|
| Blanket Coverage for risks of direct physical loss or damage to all Real and Personal Property of every kind and description belonging to the insured or in which the Insured has insurable interest. Including: <ul style="list-style-type: none"> • Earthquake, Windstorm, Flood, Typhoon, and Tidal Wave • Loss of Revenue/Business Interruption and Extra Expense • Boiler and Machinery Breakdown | \$55,000,000 any one occurrence |
| Sub Limits | |
| Property in Transit | \$250,000 |
| Valuable Papers & Records and Computer Media | \$1,000,000 |
| Boiler Explosion and Machinery Breakdown | \$5,000,000 |
| Automatic Acquisition | \$5,000,000 |
| Debris Removal | \$2,000,000 |
| Mold | \$1,000,000 |
| Denial of Access | \$1,000,000 |
| Suppliers' and Customers' | \$1,000,000 |
| Self-Insured Retentions | |
| Catastrophe Insurance each and every loss | \$3,000,000 |
| All Other Perils each and every loss | \$100,000 |
| | |
| | |
| Total Insured Value | Refer to schedule |

Required Conditions

Schedules

The schedules of Property included with these Specifications represent, to the best of the Insured's knowledge, a complete listing of the property it wishes to insure and the current replacement values thereof. The schedules are not to be used to establish sub-limits of coverage, nor are they to be considered as any form of valuation. The amount payable under this Policy shall not be limited by individual values shown on the schedules.

Waiver of Subrogation - Tenants

In event of loss, Underwriters waive their rights of subrogation against any tenant occupying, renting or leasing property from the Insured.

Valuation

Recovery shall be made on the basis of one hundred percent (100%) of the property's current replacement value at the time and place of loss, subject to the limit of coverage provided by the Policy. The Insured shall not be required to rebuild damaged or destroyed structures on the same site nor with like kind and quality.

Misrepresentation & Fraud

The Insured shall not be prejudiced by an unintentional or inadvertent error, omission, incorrect valuation or incorrect description of the interest, risk or property; provided that notice is given to Underwriters as soon as practical after discovery of any such error or omission.

Cancellation Clause

If Underwriters desire to cancel this policy, other than for non-payment, they shall give not less than ninety (90) days prior written notice by email and Certified Mail to:

Rory J. Respicio, General Manager
Port Authority of Guam
1026 Cabras Highway, Suite 201
Piti, Guam 96925
Phone: 671-477-5931 Ext. 340 or 276
Email: rjrespicio@portguam.com

Automatic Acquisition

The policy is extended to cover additional property which may be acquired during the term of this Policy. Values must be reported to Underwriters during the policy period for determination of additional premium. The Insured may add property up to 5% of the total schedule without any additional premium.

Waiver of Coinsurance or Average Clause

In the event of loss, there shall be no application of a coinsurance or average clause in determination of the amount of the recovery due the Insured.

Demolition Cost

The amount of insurance includes within the sum insured the cost of demolishing any undamaged portion of the building(s) covered under this Policy including the cost of clearing the site caused by loss from any perils insured against under this Policy and resulting from enforcement of any state or municipal law or ordinance regulating the construction or repair of buildings and in force at the time of loss which necessitates such demolition.

Increased Cost of Construction

The amount of insurance includes within the sum insured the actual amount of the increased costs of repair, rebuilding or construction resulting from the enforcements of any applicable law or ordinance regulating the construction or repair of buildings.

Demolition and Increased Time to Rebuild

Underwriters will be liable for loss to the interest insured by the Policy, occasioned by enforcement of any state or municipal law or ordinance regulating the construction or repair of buildings and in force at the time such loss occurs, which necessitates the demolition of any portion of the described building(s) not damaged by the peril(s) insured against. Underwriters will also be liable for loss due to the additional period of time required for repair or reconstruction, in conformity with the minimum standard of such law or ordinance.

Business Interruption Extension

Coverage is extended to include the Actual Loss sustained by the Insured resulting directly from Interruption of Business for a period not to exceed twenty-four (24) calendar months.

Extra Expense Extension

Coverage is extended to include the necessary Extra Expense incurred by the Insured in order to continue as nearly as practicable the normal conduct of the Insured's business following loss or damage to property insured by this Policy.

Denial of Access

This Policy is extended to cover the actual loss sustained when access to the Insured's property is impaired or denied by order of civil authority, subject to a limitation of 4 weeks.

Jurisdiction

This insurance shall be governed by and construed in accordance with the laws of Guam and the exclusive jurisdiction of the USA including Guam courts. The seat of arbitration shall be Guam.

Preservation of Property

The expenses incurred by the Insured in taking reasonable and necessary actions of the temporary protection/preservation of property insured will be added to the total physical loss or damage subject to the applicable deductible and without increase in the limit contained in the policy.

Damage to Building Exterior

Any endorsement or clause that excludes coverage for loss or damage to paint; or waterproofing material applied to the exterior of a building, or shingles of any material; applied to the exterior surface of buildings shall be waived.

Damage to Building Interior

Any endorsement or clause that excludes coverage to the inside of a building or property in the building caused by rain, sand or dust unless the typhoon first damages the roof or wall and enters through the resulting opening shall be waived.

Earthquake Damage

Any endorsement or clause that limits coverage to damage that weakens the structural frame or therefore the stability of the life of the building or structure shall be waived.

Any endorsement or clause that excludes loss for plaster cracks between masonry and gypsum board and any other deterioration of cement or plaster, as well as any damage caused by shrinkage, settling, deterioration and/or wear and tear shall be waived.

PORT LIABILITY INSURANCE

Named Insured

Jose D. Leon Guerrero Commercial Port
Port Authority of Guam (PAG)

Term

October 1, 2022 to October 1, 2027, both days at 12:01 AM Local Standard Time

Coverages Required

| Coverage | Limits |
|--|--------------|
| Public Liability, combined single limit of liability each occurrence, including Products Liability | \$50,000,000 |
| Fire Extension (Liability) | \$1,000,000 |
| Infringement of Personal Rights | 1,000,000 |
| Advice and Information | \$500,000 |
| Fines & Duty | \$1,000,000 |
| Wrongful Delivery of Cargo | \$250,000 |
| Cross Liability | \$1,000,000 |
| Action Over Indemnities | \$1,000,000 |
| Pollution Liability (Wavelength Ports & Terminals Consortium Fines and Duty Extension) | Included |
| Self-Insured Retention | |
| Each and every loss | \$15,000 |

Required Conditions

Territory

The Island of Guam as respects General Liability, worldwide as respects Products Liability, Employees, Officials and Directors of PAG are covered while conducting business for the Authority Worldwide.

Additional Insureds Waivers of Subrogation

Additional Insureds, Waivers of Subrogation, Indemnities and Contractual Agreements, Hold Harmless Agreements and Cross Liability Clause shall be automatically included hereon as expiring and as required by the Insured; any new agreements "held covered" to be agreed by the Insurers as soon as possible.

Jurisdiction

This insurance shall be governed by and construed in accordance with the laws of Guam and the exclusive jurisdiction of the USA including Guam courts. The seat of arbitration shall be Guam.

Waiver of Sovereign Immunity Clause

In the event of a claim under this Policy, Insurers waive the right to invoke the legal defense of Sovereign Immunity.

Cancellation Clause

If Underwriters desire to cancel this policy, other than for non-payment, they shall give not less than ninety (90) days prior written notice by email and Certified Mail to:

Rory J. Respicio, General Manager
Port Authority of Guam
1026 Cabras Highway, Suite 201
Piti, Guam 96925
Phone: 671-477-5931 Ext. 340 or 276
Email: rjrespicio@portguam.com

DIRECTORS & OFFICERS LIABILITY INSURANCE

Named Insured

Jose D. Leon Guerrero Commercial Port
Port Authority of Guam (PAG)

Term

October 1, 2022 to October 1, 2027, both days at 12:01 AM Local Standard Time

Coverages Required

| Coverage | Deductible |
|--|------------------------------|
| Directors and Officers Liability and Corporate Reimbursement, any one claim and in the aggregate | \$5,000,000 |
| Employment practice Liability (part of and not in addition to the limit) | \$2,000,000 |
| Self-Insured Retention | \$10,000 EEL \$75,000 EPL |

Required Conditions

Retroactive Date

October 1, 2022

Territory

Worldwide

Jurisdiction

This insurance shall be governed by and construed in accordance with the laws of Guam and the exclusive jurisdiction of the USA including Guam courts. The seat of arbitration shall be Guam.

Cancellation Clause

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AUTOMOBILE INSURANCE

Named Insured

Jose D. Leon Guerrero Commercial Port, Port Authority of Guam (PAG), and any person or entity using the insured vehicle with the Authority's permission.

Term

October 1, 2022 to October 1, 2027, both days at 12:01 AM Local Standard Time

Please quote optional limits, as outlined below:

Coverages Required

| Coverage | Deductible |
|---|--|
| Bodily Injury and Property Damage Liability each accident including Hired and Non-Owned Auto Liability | \$2,000,000 Combined Single Limit |
| Medical Payments | \$1,000 |
| Comprehensive | Not Covered |
| Collision, Collision & Typhoon | \$1,000 |
| Uninsured Motorist – Each Person/Each Vehicle | \$25,000/\$50,000 |
| Personal Accident – Each Person/Each Vehicle | Not Covered |
| Loss of Use | Not Covered |
| Passenger Risk | Not Covered |

Required Conditions

Valid Drivers' License Waiver

The requirement that drivers possess a valid driver's license is waived as respects the Authority.

Under-Age Driver Waiver

The exclusion of Material Damage Coverage should the vehicle be operated by a driver under the age of 25 is waived as respects the Authority

Operator Waiver

Any exclusion of coverage should the vehicle be operated by a person while committing a felony or who is under the influence of intoxicating liquor or controlled drugs or substances is waived as respects the Authority.

Newly Acquired and Substitute Vehicles

Newly acquired or substitute vehicles shall be automatically covered from the date of acquisition until the expiration of the policy. The additional premium for all such vehicles, and the return premium for vehicles deleted from the schedule, will be determined by final audit adjustment following expiration of the policy.

Errors & Omissions Clause

The Insured shall not be prejudiced by an unintentional or inadvertent error, omission, incorrect valuation or incorrect description of any vehicle; provided that notice is given to Underwriters as soon as practical after discovery of any such error or omission.

Racing, Pacemaking or Speed Testing

The exclusion of coverage should the vehicle be operated for racing, pacemaking or speed testing is waived as respects the Authority.

Jurisdiction

This insurance shall be governed by and construed in accordance with the laws of the Guam and the exclusive jurisdiction of the USA including Guam courts. The seat of arbitration shall be Guam.

Waiver of Sovereign Immunity Clause

In the event of a claim under this Policy, Insurers waive the right to invoke the legal defense of Sovereign Immunity.

Cancellation Clause

If Underwriters desire to cancel this policy, other than for non-payment, they shall give not less than ninety (90) days prior written notice by email and Certified Mail to:

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CRIME INSURANCE

Named Insured
Jose D. Leon Guerrero Commercial Port
Port Authority of Guam (PAG)

Term
October 1, 2022 to October 1, 2027, both days at 12:01 AM Local Standard Time

Please quote optional limits, as outlined below:

Coverages Required

| Coverage | Limits | Deductible |
|----------------------------------|-------------|------------|
| Aggregate | \$1,000,000 | |
| Employee Dishonesty | \$1,000,000 | \$50,000 |
| Loss Inside the Premises | \$100,000 | \$10,000 |
| Loss Outside the Premises | \$100,000 | \$10,000 |
| Money Orders & Counterfeit Paper | \$100,000 | \$50,000 |
| Depositor's Forgery | \$100,000 | \$50,000 |
| Check Forgery | \$100,000 | \$50,000 |
| Third Party Computer Fraud | \$100,000 | \$50,000 |
| Costs | \$100,000 | \$50,000 |

Required Conditions

Policy Form

Comprehensive Dishonesty, Disappearance & Destruction as expiring or equivalent

Territory

Guam

Jurisdiction

This insurance shall be governed by and construed in accordance with the laws of the Guam and the exclusive jurisdiction of the USA including Guam courts. The seat of arbitration shall be Guam.

Waiver of Sovereign Immunity Clause

In the event of a claim under this Policy, Insurers waive the right to invoke the legal defense of Sovereign Immunity.

Cancellation Clause

If Underwriters desire to cancel this policy, other than for non-payment, they shall give not less than ninety (90) days prior written notice by email and Certified Mail to:

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