



GUAM POWER AUTHORITY

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

To All Interested Parties:

Most pandemic-related mandates were lifted effective May 3, 2022. To ensure the continued safety and well-being of GPA personnel, prospective bidders, and guests, please be advised of the following:

1. Virtual meetings and/or conferences are preferred and will be coordinated through the GPA Procurement Division.
2. For In-Person meetings and/or conferences:
 - a. Limit of one (1) representative per prospective bidder when submitting any procurement proposal, and to attend public bid openings.
 - b. Face masks and social distancing may be employed at the option of the individual.
 - c. Persons displaying cold or flu-like symptoms will be asked to leave.

COMPANY NAME:

REPRESENTATIVE NAME:

Print / Sign

Date

BID NO.: RE-BID GPA-SS-001-23

RFP NO.: _____

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Date Issued: 11/22/2022 and 11/29/2022

Bidder Award No.

A bid deposit of twenty-five percent (25%) of the total amount must accompany the bid in the form of Money order, Cashier's or Certified check drawn from a local bank. Cash deposit is acceptable. **A non-refundable payment of \$25.00 for each package payable to the "Guam Power Authority" prior to issuance of a bid package.**

Date & Time of Bid Opening: Wednesday, December 07, 2022, 10:00 A.M.
First Day of Inspection: Tuesday, November 22, 2022
Hours of Inspection: 9:30 A.M. thru 3:00 P.M.

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

In compliance with the above invitation, and subject to all the General Sales Terms and Conditions and any Special Conditions, the undersigned offers and agrees, if this bid be accepted within ten (10) calendar days after the date of Opening to purchase and/or all of the items described herein upon which prices are quoted, at the price set opposite each item.

Bid Deposit in the amount of \$_____ is enclosed. Cash Deposit is acceptable

Bidder Information:

Signature of Person Authorized to Sign this Bid:

Name

Social Security Number or Tax Identification Number

Address

Telephone Number: _____

Acceptance by the Government
(This Section is for Official Government Use Only)

Award

Item Numbers:

Total Bid Amount: \$

Date of Acceptance: _____

Signature of Contracting Officer:

JOHN M. BENAVENTE, P.E.
General Manager

Guam Power Authority
TERMS AND CONDITIONS OF GENERAL SALE

INSPECTION: Bidders are invited and urged to inspect the property to be sold prior to submitting bids. Property will be available for inspection at the place and time specified in the Bid Invitation. The Guam Power Authority will not be obligated to furnish any labor of such purpose. In no case will failure to inspect, constitute grounds for a claim or for the withdrawal of a bid after opening.

CONDITION OF PROPERTY: All property listed herein is offered for sale “As Is” and without recourse against the Guam Power Authority. The description is based on the best available information, but the Guam Power Authority makes no guarantee, warranty, express or implies for its fitness for any use or purpose, and no claim will be considered for allowance or adjustment, or for recession of the sales based upon failure of the property to correspond with the standard expected. This is not a sale by sample.

CONSIDERATION OF BIDS: The Guam Power Authority reserves the right to reject any or all bids; to waive any technical defects in bids, unless otherwise specified by the Guam Power Authority or by the bidder, to accept any one item or group of items in the bid, as may be the best interest of the Guam Power Authority. Unless otherwise specified, bids must be submitted on any or all items. The agent shall have the authority to reject or award bid in whole or in part for any one or more items if he/she determines it is in the public’s interest.

BID GUARANTEE: The bidder agrees that (1) the bid will not be withdrawn within the time specified for acceptance after the opening of bids and will during that time remain firm and irrevocable and that (2) the bidder will pay the Guam Power Authority the purchase price of the property in accordance with the bid if accepted. If a bid deposit is required, the bid must be accompanied by said bid deposit. In the event of any default by the bidder or failure by the bidder to comply with all terms and conditions of this contract, any deposit made by the bidder may be applied by the Guam Power Authority and the Guam Power Authority may sell the property if the latter amount is less than the former. Deposits accompanying bids, which are not accepted will be returned. Deposits of successful bidders may be applied against the contract price and upon completion of the contract, any excess of the deposit will be returned to the bidder.

PAYMENT: Payment for either a full purchase price or partial shall be made by postal money order, cashier’s check or certified check drawn from a local bank and make payable to the **Guam Power Authority**. Full or partial payment of cash or credit card (MasterCard) is acceptable. If the successful bidder fails to make full and final payment as herein provided, the Guam Power Authority reserves the right upon written notice to the successful bidder to sell or otherwise dispose of any or all of such property in the Guam Power Authority’s possession and to charge the loss, if any, to the account of the defaulting bidder. The original purchase will in no way be released from full compliance with the terms and conditions of the sale of the resale property.

REMOVAL OF PROPERTY: The purchaser shall be entitled to obtain the property upon vesting of title to the property to him, unless otherwise specified in the Invitation to Bid. The purchaser shall assume all risk in connection with the performance of this contract and shall hold the Guam Power Authority harmless for any injury to persons or damage to property arising from or in connection with his performance under this contract. The purchaser shall remove the property at his own expense and shall reimburse the Guam Power Authority for any damage to Guam Power Authority property caused by the removal operations of the purchase. If the purchaser fails to remove the property within the specified time, the Guam Power Authority will have the right to charge the purchaser and collect upon demand a reasonable storage charge of **\$25.00 per calendar day** if the property is stored, or on premises owned or controlled by the Guam Power Authority, or store the property elsewhere for the purchaser’s account and all cost incident to such storing, including handling and moving charges, shall be borne by the purchaser. After all attempts have been made by the Guam Power Authority to have the property removed by the successful bidder, the Guam Power Authority has the right to sell, on a negotiated basis, such property to any interested buyer. Proceeds from such sale will be for the Guam Power Authority and the defaulting successful bidder shall have no right to collect amount from such sales proceeds.

DEFAULT: Should the bidder fail to pick up the awarded bid item(s) within the time specified on the bid, the Guam Power Authority will issue a notice of Default to the awarded bidder notifying the awardee of ten (10) days to cure. After the ten (10) days the cure has elapsed and the awarded bidder does not cure, the Guam Power Authority will then access the assessed storage fees and the remaining balance of the bid, if applicable. If the bidder does not settle his account within the (5) days allowed, the bidder will forfeit his deposit and the bid item(s) will be placed on future bids. If the default is not cured within the time specified or the bidder does not make any attempts to settle his account, the Guam Power Authority has a right to prohibit the bidder from participating in future bids.

INSTRUCTION TO BIDDERS

BIDDER ELIGIBILITY: No employee of the owning or disposing agency shall be entitled to participate in the Bid Sale.

Envelope containing bids must be sealed and marked in the upper left hand corner with the name and address of the bidder, identification of the Invitation, and the date and hour of opening.

OTHER REQUIREMENTS: A Guam Business License, Guam Environmental Protection Agency Solid Waste Management Permit 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 SHALL 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.