



GUAM POWER AUTHORITY

ATURIDĀT ILEKTRESEDĀT GUĀHAN
P.O.BOX 2977 • HAGĀTŊA, GUAM U.S.A. 96932-2977

April 7, 2025

AMENDMENT NO.: I

TO

INVITATION FOR BID NO.: GPA-043-25

FOR

WIRE

Prospective Bidders are hereby notified of the following changes and response to inquiry received from Bidder No.: 7 dated April 1, 2025:

CHANGE:

1. **REMOVE** page 41 of 44 and **REPLACE** with Page 41a of 44 (see attached):
 - a. Under **GOVERNMENT OF GUAM GENERAL TERMS AND CONDITIONS, SEALED BID SOLICITATION AND AWARD**, Item 44 is changed:

FROM:

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.

TO NOW READ:





- * **FIXED PRICE:** Pursuant to 2 GAR, Div. 4 §3119 (d) (1) Fixed-Price Contract. A fixed – price contract places responsibility on the contractor for the delivery of the product or the complete performance of the services or construction in accordance with the contracted terms at a price that may be firm or may be subject to contractually specified adjustments. The fixed-price contract is appropriate for use when the extent and type of work necessary to meet territorial requirements can be reasonably specified and the cost can be reasonably estimated, as is generally the case for construction or standard commercial products.

b. Under **GOVERNMENT OF GUAM GENERAL TERMS AND CONDITIONS**, SEALED BID SOLICITATION AND AWARD, to include Item 45 to now read:

*** 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.

QUESTION:

1. DaeWon Cabe has some questions as to whether or not this deviation would be acceptable?

 DAEWON CABLE CO.,LTD.		CLARIFICATION AND DEVIATION LIST	PREPARED	REVIEWED	APPROVED	
Project NO. :		PROJECT NAME : GPA-043-25				
CLIENT :		VENDOR NAME : DAEWON CABLE CO., LTD.				
Project document No. : E-001 Rev. 2		Dev. No. : 250321	REV. No. : 0			DATE : 2025. 03. 31
PARAGRAPH NO.	SPECIFICATION REQUIREMENT	CLARIFICATION / DEVIATION	REASON		REMARK	
7.0 CONSTRUCTION	Item #2AWG Aluminum 7.2.2 Aluminum wire shall be Class B stranded aluminum alloy #1350 H26 semi-annealed after strain hardening, three quarter hard drawn in accordance with ASTM 609.	#2/0AWG Aluminum(item changed) Aluminum wire shall be Class B stranded aluminum alloy #1350 H19 hard drawn in accordance with ASTM B 230.	2AWG Aluminum and semi-annealed aluminum cannot be produced. Aluminum conductor 2AWG is too small to be extruded for MV cable insulation. So Aluminum conductor 2/0AWG is possible. Since there is no aluminum annealing facility, only hard drawn aluminum can be produced.			

ANSWER:

Unfortunately, the clarification and deviation is not acceptable.



QUESTION:

2. We also need to ask for a bid date extension by another week please.

ANSWER:

The Authority stands firm with the bid opening date scheduled for 2:00 P.M., Thursday, April 10, 2025.

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


JOHN M. BENAVENTE, P.E.
General Manager 

- [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. **PAYMENT TERMS:** NET THIRTY (30) DAYS after receipt of ORIGINAL invoice for goods and/or services rendered.
- [X] 42. **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] 43. **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] 44. **FIXED PRICE:** Pursuant to 2 GAR, Div. 4 §3119 (d) (1) Fixed-Price Contract. A fixed –price contract places responsibility on the contractor for the delivery of the product or the complete performance of the services or construction in accordance with the contracted terms at a price that may be firm or may be subject to contractually specified adjustments. The fixed-price contract is appropriate for use when the extent and type of work necessary to meet territorial requirements can be reasonably specified and the cost can be reasonably estimated, as is generally the case for construction or standard commercial products.
- *[X] 45. **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: _____
