



GUAM POWER AUTHORITY

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

April 8, 2026

AMENDMENT NO.: I

TO

INVITATION FOR BID NO.: GPA-031-26

FOR

MAINTENANCE, REPLACEMENT, AND/OR REPAIR SERVICES FOR CHILLERS AND
MISCELLANEOUS AIR CONDITIONING UNITS AT GLORIA B. NELSON PUBLIC SERVICE
BUILDING

Prospective Bidders are hereby notified of the following changes and response to inquiries received from Bidder No. 8 dated March 30, 2026 and Bidder No. 3 dated March 30, 2026:

CHANGES:

1. Bid Opening Date is changed *FROM* 10:00 A.M., Thursday, April 9, 2026 (CHamoru Standard Time; ChST) *TO NOW READ* 10:00 A.M., Thursday, April 16, 2026 (CHamoru Standard Time; ChST).
2. *REMOVE* Page 3 of 38 and *REPLACE with* Page 3a of 38 (see attached):

Under Invitation for Bid, Instruction for Bidders, paragraph one is changed

FROM:

This bid shall be submitted in one (1) original, two (2) copies and sealed to the issuing office above no later than (Time) 10:00 A.M., (CHamoru Standard Time; ChST) Date: 04/09/2026 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

*** *TO NOW READ:***

This bid shall be submitted in one (1) original, two (2) copies and sealed to the issuing office above no later than (Time) 10:00 A.M., (CHamoru Standard Time; ChST) Date: 04/16/2026 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

3. *REMOVE* Page 7 of 38 and *REPLACE with* Page 7a of 38 (see attached):

Section E is changed in its entirety.

4. *ADD* Pages 7b, 7c, 7d, 7e of 38 (see attached):

To include *CONTRACT CLAUSES*

5. *REMOVE* Page 8 of 38 and *REPLACE with* Page 8a of 38 (see attached):

To include continuation of *CONTRACT CLAUSES*.

RESPONSES:

Bidder No. 8 inquiry dated 03/30/2026:

QUESTION:

1. Clarification of "COMPLY" in the Bidding Process.
In the context of this bidding process, the term "COMPLY" means that we are including all replacement parts that we anticipate may fail within a period of three (3) years. This ensures that any foreseeable replacements necessary during this timeframe are accounted for and provided as part of the bid.

ANSWER:

In this case "comply" implies that you can meet the requirements, description of work for that bid line item. Quotations for repairs, to include parts will be approved by the Facilities Manager prior to ordering. Refer to Section D. REQUIREMENTS, D.2.

QUESTION:

2. Clarification of "NOT COMPLY" in the Bidding Process.
If the term "NOT COMPLY" is indicated, it means that we are not including any replacement parts at all. For the purpose of the bidding process, only labor and consumable materials will be provided, with no provision for replacement components.

ANSWER:

In this case "not comply" implies that you cannot meet the requirements, description of that bid line item. All repair parts will be approved by the Facilities Manager prior to ordering. Refer to Section D. REQUIREMENTS, D.2.

Bidder No. 3 inquiry dated 03/30/2026:

QUESTION:

1. We would greatly appreciate it if we could have the information on all HVAC equipment. This would help us minimize the need to research each piece of equipment individually. Additionally, it would serve as a valuable reference for a comprehensive review of all relevant equipment. However, during the inspection, the following equipment was found to have missing or faded nameplates.

- a. 2 units = DX Split CRACU INDOOR UNIT – unable to check the indoor unit nameplate due to the nameplate being located inside the unit, and the unit was inside a restricted area.
- b. 2 UNITS = DX SPLIT CRACU OUTDOOR UNIT – The nameplate has become worn and is no longer legible.
- c. 2 UNITS = Chilled Water Type CRACU INDOOR UNIT = unable to check the indoor unit nameplate due to the nameplate being located inside the unit, and the unit was inside a restricted area.
- d. 2 UNITS = COOLING TOWERS – The nameplate has become worn and is no longer legible.
- e. 2 UNITS = PACKAGE TYPE AC – The nameplate has become worn and is no longer legible.
- f. EXHAUST SYSTEM

ANSWER:

- a. Model – DAAD-1034 460v 3ph R410A.
- b. DARC-1134 460v 3ph R410A
- c. GFCD-03934 460v 3ph
- d. Evapco Cooling Tower Model-USS-19-96
- e. Both rooftop package units are standard 5 ton, 208/230v 3ph
- f. Restrooms 1 each – Roof ventilator type, 1800CFM, 1500RPM, 115v, Janitor Closets 1 each - Roof ventilator type, 175CFM, 1500RPM, 115v

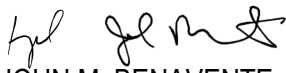
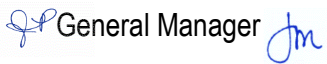
QUESTION:

2. According to the provided equipment list, it specifies the inclusion of two (2) split-type Computer Room Air Conditioning Units (CRACUs) equipped with roof-top mounted, air-cooled condensers of the Data Aire brand. However, following a site visit, it has been observed that there are two indoor chilled water type CRACUs. We would like to confirm whether these units are within the scope of the project.

ANSWER:

Yes. The water Computer Room Air Conditioning Units (CRACU) are included.

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


JOHN M. BENAVENTE, P.E.
 General Manager

INVITATION FOR BID

ISSUING OFFICE:

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

Attn: JOHN M. BENAVENTE, P.E.
General Manager
c/o JAMIE LYNN C. PANGELINAN
Supply Management Administrator

John M. Benavente 4/9/2026

JOHN M. BENAVENTE, P.E. DATE

General Manager *jm*

DATE ISSUED: 03/12/2026
03/19/2026 BID INVITATION NO.: GPA-031-26

BID FOR: MAINTENANCE, REPLACEMENT AND/OR REPAIR SERVICES FOR
CHILLERS AND MISCELLANEOUS AIR CONDITIONING UNITS AT
GLORIA B. NELSON PUBLIC SERVICE BUILDING

SPECIFICATION: SEE ATTACHED

DESTINATION: GLORIA B. NELSON PUBLIC SERVICES BUILDING

REQUIRED COMPLETION TIME: 3 YEAR BASE CONTRACT WITH 2 YEAR OPTION TO RENEW

PRE-BID CONFERENCE/SITE VISIT (NON-MANDATORY): Thursday, March 26, 2026 at 9:30 A.M.
(Meeting shall take place at our GPA Procurement Office, Room 101, 1st Floor, Gloria B. Nelson Public Service Building, 688 Route 15, Fadian Mangilao)

CUT-OFF DATE FOR RECEIPT OF QUESTIONS: Monday, March 30, 2026 at 5:00 P.M.

INSTRUCTIONS TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION
INCORPORATED IN: _____

* This bid shall be submitted in one (1) original, two (2) copies and sealed to the issuing office above no later than (Time) 10:00 A.M., (Guam CHamoru Standard Time; ChST), Date: 04/16/2026 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

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

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

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

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

To be completed pre-award:

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON

INVITATION FOR BID NO.: GPA-031-26
Requisition No.: 40744

NO.	DESCRIPTION	QTY.	U/I	MONTHLY MAINTENANCE COST:	
				COMPLY	NOT COMPLY
				Comply must be identified below. All deviations must be identified below.	
	C.1.6- Variable Speed/Frequency Devices (VFD's). Ensure VFD's operate as designed, maintaining equipment maximum efficiency. Provide changes, recommendation to improve present operating conditions.				
	C.1.7- Variable Air Volume (VAV) Systems. Ensure VAV's operate as designed. Provide changes, recommendations to improve energy control systems throughout the HVAC system.				
	C.1.8- Indoor Environmental Quality. Ensure building HVAC, ventilation and filtration systems provide best occupant comfort. Provide changes, recommendation to improve present operating conditions.				
D. REQUIREMENTS:					
	D.1- Contractor shall respond at a minimum of one (1) hour after notification of service call from the Facilities Division.				
	D.2- All replacements and/or repairs shall be approved prior to commencement of work by the Facilities Manager. All quotes of parts shall be approved prior to ordering by the Facilities Manager.				
	D.3- All reports shall be submitted to the Facilities Manager.				
	D.4- Normal Working Hours: 7:00 AM thru 3:30 PM Monday, Tuesday, Wednesday, Thursday, Friday excluding observed Government of Guam Holidays. All after hours and/or weekend services shall be approved prior to commencement of work by the Facilities Manager.				
* E. CONTRACT CLAUSES:					
	E.1- TERMINATION FOR DEFAULT:				
	E.1.1 (a) Default. If the Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure it completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this Contract, GPA may notify the contractor in writing of the delay or non-performance and if not cured in ten days of any longer time specified in writing by GPA, GPA may terminate the Contractor's right to proceed with the Contract the Contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part GPA may procure similar supplies or services in a manner and upon terms deemed appropriate by GPA. The contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.				
	E.1.2- (b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from GPA, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which GPA has an interest.				
	E.1.3- (c) Compensation. Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Contractor and GPA; if the parties fail to agree, GPA shall set an amount subject to the Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. GPA may withhold from amounts due the contractor such sums as GPA deems to be necessary to protect the territory against loss because of outstanding liens or claims of former				

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	lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.				
	E.1.4- (d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified GPA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of GPA and any other government entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the contractor, GPA shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the territory under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)				
	E.1.5- (e) Erroneous Termination for Default. If, after notice of termination of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this Contract does not contain a clause providing for terminations for convenience of the territory, the Contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.				
	E.1.6- (f) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.				
E.2	TERMINATION FOR CONVENIENCE:				
	E.2.1- (a) Termination. GPA may, when the interest of the territory so require, terminate this Contract in whole or in part, for the convenience of GPA. The GPA shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.				

Comply must be identified below.
All deviations must be identified below.

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NO.	DESCRIPTION	QTY.	U/I	MONTHLY MAINTENANCE COST:	
				COMPLY	NOT COMPLY
	<p>E.2.2- (b) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GPA may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to GPA. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.</p>				
	<p>E.2.3- (c) Right to Supplies. GPA may require the Contractor to transfer title and deliver to GPA in the manner and to the extent directed by GPA: (1) any completed supplies; and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this Contract.</p>				
	<p>The Contractor shall, upon direction of GPA, protect and preserve property in the possession of the Contractor in which GPA has an interest. If GPA does not exercise this right, the Contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 (U.S.C.G. §2706 is quoted at the end of this §6101 (10)(d) Utilization of this Section in no way implies that GPA has breached the Contract by exercise of the Termination for Convenience Clause.</p>				
	<p>E.2.4- (d) Compensation. (1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, GPA may pay the Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.</p>				
	<p>(2) GPA and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GPA, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated.</p>				
	<p>(3) Absent complete agreement under Subparagraph (b) of this Paragraph, GPA shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:</p>				

Comply must be identified below.
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NO.	DESCRIPTION	QTY.	U/I	MONTHLY MAINTENANCE COST:	
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COMPLY		NOT COMPLY
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Comply must be identified below.
All deviations must be identified below.

(i) contract prices for supplies or services accepted under the Contract;
 (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph;

(iv) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(4) Cost claimed, agreed to, or establish under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.”

E.3. DISPUTES:

E.3.1- GPA and Contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this agreement. If the controversy is not resolved by mutual agreement, then the controversy shall be decided by GPA in writing within sixty (60) days after contractor shall request GPA in writing to issue a final decision. If GPA does not issue a written decision within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then Contractor may proceed as though GPA had issued a decision adverse to Contractor.

E.3.2- GPA shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or be any other method that provides evidence of receipt.

E.3.3- GPA's decision shall be final and conclusive, unless fraudulent, or unless Contractor appeals the decision as follows:

(a) For disputes involving money owed by or to GPA under this Contract, Contractor files appeal of the decision in accordance with the Government Claims Act by filing a government claim with GPA no longer than eighteen

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NO.	DESCRIPTION	QTY.	U/I	MONTHLY MAINTENANCE COST:	
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	<p>months after the decision is rendered by GPA or from date when a decision should have been rendered.</p>				
	<p>(b) For all other disputes arising under this Contract, Contractor files an appeal with the Office of the Public Accountability pursuant to 5 GCA §§ 5706(a) and 5427(e) within sixty days of GPA’s decision or from the date the decision should have been made.</p>				
	<p>E.3.4- Contract shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.</p>				
	<p>E.3.5- Contractor shall comply with GPA’s decision and proceed diligently with performance of this Contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Contract, except where Contractor claims a material breach of this Contract by GPA. However, if GPA determines in writing that continuation of services under this Contract is essential to the public’s health or safety, then Contractor shall proceed diligently with performance of the Contract notwithstanding any claim of material breach by GPA.</p>				
	<p>E.4. GRATUITIES OR KICKBACKS:</p>				
	<p>E.4.1- It shall be breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection to any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or contract or subcontract; or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction, debarment or suspension from being a contractor or subcontractor under any other contract with GPA and any Governmental Authority.</p>				
	<p>E.5 PROHIBITION AGAINST CONTINGENT FEES:</p>				
	<p>E.5.1- Contractor hereby represents that Contractor has not been retained or retain any persons to solicit or secure a contract from GPA upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purposes of securing business. Breach of the provisions of this section is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction, debarment or suspension from being a contractor or subcontractor under any other contract with GPA and any Governmental Authority.</p>				

Comply must be identified below.
All deviations must be identified below.

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Requisition No.: 40744

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				Comply must be identified below. All deviations must be identified below.	
E.6	<p>REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES: E.6.1- In accordance with 2 GAR, Div. 4 § 1103(b), Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.</p>			_____	_____
E.7	<p>COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (5GCA §5801 and §5802): E.7.1- A copy of the most recent U.S. DOL Wages and Benefits Determination for the Guam Region dated December 03, 2025 is attached herein. All BIDDERS have read and understands the provisions of 5 GCA §5801 and §5802 governing wage and benefits determination.</p> <p>E.7.2- All Wage Determinations shall be in accordance with the U.S. Department of Labor guidelines effective as of December 3, 2025 and any subsequent revisions thereto for the duration of the contract period.</p> <p>E.7.3- All BIDDERS shall confirm compliance of the obligation to pay its employees on Guam who are delivering services by selecting and highlighting the applicable OCCUPATION CODE – TITLE relative to its IFB submission required to complete the project/task as specified in the SCOPE OF WORK of this IFB.</p> <p>E.7.4- All OFFERORS are required to submit a Declaration Re-Compliance with U.S. DOL Wage Determination. Failure to do so will mean disqualification and rejection for this tender.</p>			_____	_____

CONTRACT TERM:

Contract term shall be a three (3) year base with GPA’s option to renew annually for two (2) additional one (1) year terms, not to exceed a maximum of five (5) years with the mutual agreement of both parties, unless sooner terminated in accordance with the provisions hereof or cancelled due to unavailability of funds.

NOTE:

Bidders must state either “Comply” or Not Comply” against each specification on the bid document.

NOTE:

Notwithstanding the fact that this contract was written by one (1) party, it will be construed that it was written by two (2) parties.

Specifications Generated by:

Edward V. Villanueva 4/8/2026
 EDWARD V. VILLANUEVA Date
 Building Maintenance Supervisor

Specifications Concurred by:

Jerald Guzman 4/8/2026
 JERALD A. GUZMAN Date
 Facilities Manager

Specifications Approved by:

4 / 8 / 2026

 JENNIFER G. SABLAN, P.E. Date
 Assistant General Manager, Operations