

**AMENDMENT 5**

**Invitation for Bid (IFB)  
UOG IFB No. B22-14**

Date Issued: July 19, 2022

**“PURCHASE OF A BOOSTERPAQ HYDRO MPC VARIABLE SPEED DUPLEX BOOSTER PUMPING  
SYSTEM”**

This is to notify all prospective offerors of the following amendment set forth below:

**1.1 Question & Answer Sheet 1** as set forth in the attached.

All other terms and conditions remain the same.



Emily G. Gumataotao  
Supply Management Administrator

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Please acknowledge receipt and email: **uog.bids@triton.uog.edu**:

Name of company: \_\_\_\_\_

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Print Name/Signature/date

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**QUESTION & ANSWER SHEET NO. 1**  
**July 19, 2022**

In response to the written “Questions” and/or ‘Request for Clarifications’ UOG received as of June 28, 2022 @ 11:32am from vendor: **JMI-Edison Guam**

**Question 1:** Electronic Submission  
Please provide link for the electronic submission...we only received attached email.

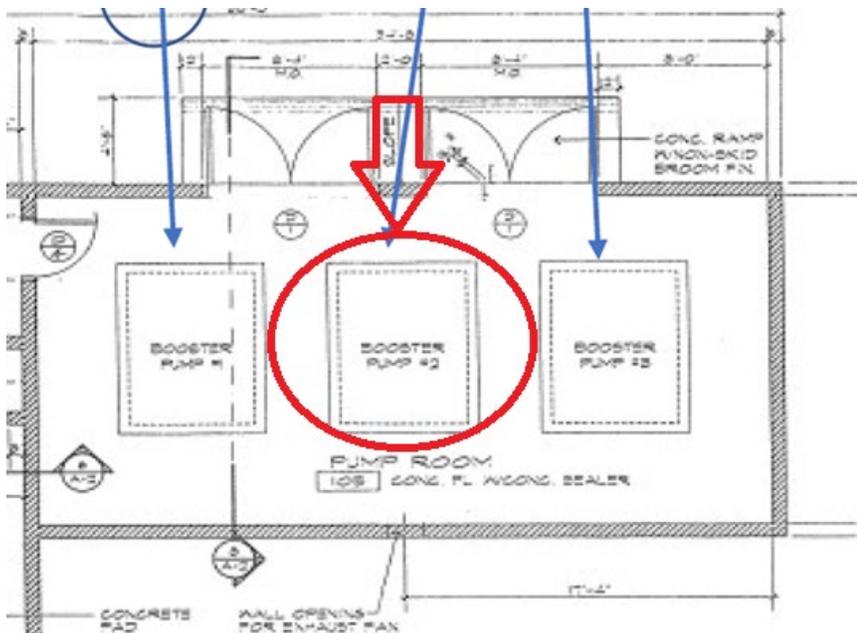
**Answer:** UOG confirms, link for electronic submission will be sent to all offerors on bid submission deadline date.

**Question 2:** Contract Completion Time  
IFB completion period wasn’t stated on the bid documents. As per the factory typical production time for these systems are 20-26 weeks (not including transit time to GU and onsite work)...I’ve also attached letter from Grundfos pertaining to the factory delays. We would like to request a **Project Completion Time of 300 days**. This is to accommodate the abovementioned issues, Scope of Work and other requirements.

**Answer:** UOG confirms, We approve the above Project Completion Time.

**Question 3:** As per PBC Minutes no. 11 “11. Of the 3 existing pumping systems today, the one farthest to the left (facing inward from the entry door) is working. The middle pumping system is non-operational; and the pump farthest to the right is still operational.” Please confirm if bidders are only to replace the middle pump system that is non-operational (see markings in red). -

**Answer:** UOG confirms, bidders are only to replace the middle pump system that is non-operational



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**Question 4:** Scope of Work No. 7 - Prior to implementing the successful bidder's work, the engineer must prepare the plans and specifications and obtain the Owner's approval. Please advise what type of plans are required? Would a Statement of work be suffice? Would specifications from the manufacturer suffice?

**Answer: UOG confirms, The successful bidder will need to supply Electrical & Plumbing Schematic Drawings. Yes, specifications from the manufacturer will suffice.**

**Question 5:** Scope of Work No. 10 - Deliverables will include the Assessment Report, As-Builds (plans, specifications, and owner's manual, installation, and warranty certificates.)

- Would the as-builts need to be stamped? Please advise.

**Answer: UOG confirms, Yes as-builts will need to be stamped.**

**Question 6 :** Liquidated Damages

- Please advise terms for liquidated damages.

**Answer: UOG confirms, Pursuant to Section 6.1.9.1, UOG Procurement Regulations, Liquidated Damage terms are as follows:**

**"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 two percent (2%) of outstanding order per calendar day from the date set for cure until either the University reasonably 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 University. The contractor remains liable for damages caused other than by delay."

**Please note Liquidated Damages and Termination for Default Clause will be included in the contract to cover any delays in the performance of the scope of work which includes the installation of the booster pump.**

**Pursuant to Section 6.1.8, UOG Procurement Regulations, the "Termination for Default" clause is as follows:**

**"TERMINATION FOR DEFAULT**

1. Default. If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions or commits any other

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substantial breach of this contract, the President may notify the contractor in writing of the delay or non-performance and, if not cured in ten (10) days or any longer time specified in writing by the President, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been a delay or a failure to properly perform. In the event of termination in whole or in part, the President may procure similar supplies or services in a manner and upon terms deemed appropriate by the President. 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.

2. Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the President, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the University has an interest.

3. Compensation. Payment for completed supplies delivered and accepted by the University 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 the President; if the parties fail to agree, the President shall set an amount subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the UOG Procurement Regulations. The University may withhold from amounts due the contractor such sums as the President deems to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders and to reimburse the University for the excess costs incurred in procuring similar goods and services.

4. 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 the President within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the University or any other governmental 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, the President 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

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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 University under the clause entitled "Termination for Convenience" in fixed price contracts or "Termination" in cost-reimbursement contracts. (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

5. Erroneous Termination for Default. If, after notice 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 University, 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 termination for convenience of the University, 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 UOG Procurement Regulations.

6. 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."