



GWA RESOLUTION NO. 07-FY2026

RELATIVE TO APPROVAL OF AN INCREASE OF FUNDING AND SCOPE FOR INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT WITH LANDIS+GYR, INC. FOR THE SUPPLY ULTRASONIC WATER METERS

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities (“CCU”) has plenary authority over financial, contractual, and policy matters relative to the Guam Waterworks Authority (“GWA”); and

WHEREAS, the Guam Waterworks Authority (“GWA”) is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, the Guam Waterworks Authority (GWA) relies on ultrasonic water meters to accurately measure water consumption and bill customers for water service delivered, and to support the timely replacement of failed or aging meters across the water distribution system; and

WHEREAS, on February 29, 2024, GWA issued Invitation for Bid (IFB) No. 2024-13 (Exhibit 1) for the procurement of small ultrasonic water meters intended for residential customer service connections, resulting in the execution of an IDIQ contract (Exhibit 3) with Landis+Gyr, Inc. and issuance of Purchase Order No. 800245 (Exhibit 4) in the amount of \$404,360.00; and

WHEREAS, on May 23, 2025, GWA issued IFB No. 2025-31 (Exhibit 2) for the procurement of larger ultrasonic water meters intended for commercial and government customer accounts; and

WHEREAS, on September 3, 2025, GWA executed Amendment No. 1 (Exhibit 5) to the original IFB No. 2024-13 IDIQ contract to consolidate pricing and scope for administrative efficiency; and

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1 **WHEREAS**, GWA issued Purchase Order No. 801095 (Exhibit 6) in the amount of
2 \$991,854.46 for the procurement of larger ultrasonic water meters; and

3
4 **WHEREAS**, the consolidation of awards from IFB Nos. 2024-13 and 2025-31 under a
5 single IDIQ contract resulted in an aggregate contract value exceeding the approval threshold
6 requiring Consolidated Commission on Utilities (CCU) and Guam Public Utilities Commission
7 (PUC) authorization; and

8
9 **WHEREAS**, GWA has also identified the need to replace production water meters and has
10 submitted a requisition in the amount of \$254,034.37 under the existing IDIQ contract, and is
11 requesting a ten percent (10%) contingency to provide an appropriate authorization ceiling; and

12
13 **WHEREAS**, ratification and authorization of the increased funding and scope are
14 necessary to validate prior procurement actions taken in good faith and to allow continued
15 purchasing under the amended IDIQ contract without interruption to meter replacement activities.

16
17 **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities
18 does hereby approve the following:

- 19 1. The recitals set forth above hereby constitute the findings of the CCU.
- 20 2. The CCU finds that Ratification for the following previously executed purchase
21 orders under the IDIQ contract with Landis+Gyr, Inc, in the amount of
22 \$1,396,214.46 is necessary and hereby approved.
- 23 3. The CCU hereby authorizes the additional purchase of ultrasonic meters for
24 operational production in the amount of \$254,034.37, including a ten percent
25 (10%) contingency applied to the total contract amount in the amount of
26 \$165,024.88; for a total authorized increase of \$419,059.25..
- 27 4. The CCU hereby further authorizes and approves the total contract amount
28 under the amended IDIQ contract with Landis+Gyr, Inc. in the amount of
29 \$1,815,273.71, subject to subsequent approval by the Guam Public Utilities
30 Commission.

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- 1 5. The CCU hereby further approves the use of Grant, Bond or Internally Funded
- 2 Capital Improvement Program (IFCIP) funds to fund the ratified and authorized
- 3 amounts under the amended IDIQ contract with Landis+Gyr, Inc.
- 4 6. The CCU hereby further authorizes management to notify the Guam Public
- 5 Utilities Commission as appropriate under the Contract Review Protocol to
- 6 petition for ratification and approval of the amended IDIQ contract with
- 7 Landis+Gyr, Inc.

8 **RESOLVED**, that the Chairman certified, and the Board Secretary attests to the adoption
 9 of this Resolution.

10
 11 **DULY AND REGULARLY ADOPTED**, this 27th day of January 2026.

12
 13 Certified by: 
 14
 15 _____
 16 **FRANCIS E. SANTOS**
 17 Chairperson

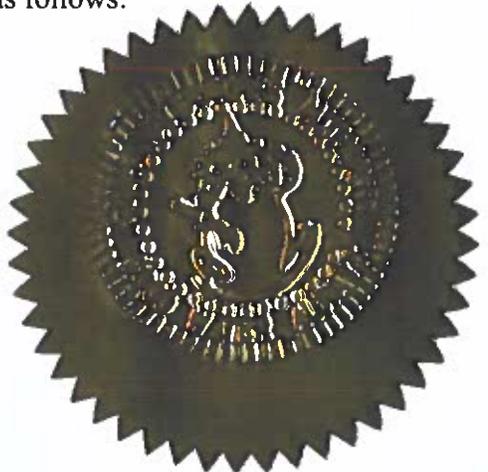
13 Attested by:
 14
 15 
 16 _____
 17 **MELVIN F. DUENAS**
 18 Secretary

19
 20 **SECRETARY’S CERTIFICATE**

21 I, **MELVIN F. DUENAS**, Board Secretary of the Consolidated Commission on
 22 Utilities as evidenced by my signature above do hereby certify as follows:

23 The foregoing is a full, true and accurate copy of the resolution duly adopted at a
 24 regular meeting by the members of the Guam Consolidated Commission on Utilities, duly
 25 and legally held at a place properly noticed and advertised at which meeting a quorum was
 26 present and the members who were present voted as follows:

27
 28 AYES: 5
 29 NAYS: 0
 30 ABSENT: 0
 31 ABSTAIN: 0





GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

INVITATION TO BID

The GUAM WATERWORKS AUTHORITY will receive sealed bids for **Water Meters**, in **GWA IFB. NO. 2024-13**. Bids will be accepted until **10:00 a.m.** Chamorro Standard Time, **February 29**, 2024 at the GWA Procurement Office first floor, located at the Gloria B. Nelson Public Services Building in Mangilao at which time and place all bids will be publicly opened and read aloud. All bids must be accompanied by a Bid / Performance Bond in the amount of fifteen percent (15%) of the total bid price. Bid security may be bid/performance bond, Surety Bond, certified check or cashier's check made payable to Guam Waterworks Authority. A non-refundable amount of \$15.00 is required for the purchase price of every set of bidding documents which are available at the GWA Procurement Office. Bidders can download a bid package at www.guamwaterworks.org without charge, although vendors are strongly encouraged to contact GWA via e-mail at psbids@guamwaterworks.org or visit GWA Procurement to register to ensure that updated information, notices or bid amendments are distributed to you.

GWA reserves the right to revise or reject any or all proposals and to waive any minor imperfection in the bid proposal in the interest of the Guam Waterworks Authority.



Miguel C. Bordaño, P.E.
General Manager

GWA STAMP ISSUE DATE:

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OFFENDERS
SPECIAL PROVISION FOR OWNERSHIP DISCLOSURE AFFIDAVIT
OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT
BID AND PERFORMANCE BOND FOR GOODS AND SERVICES
AS REQUIRED UNDER 5 G.C.A. § 5212
(This form must be used; failure to utilize this form is subject to rejection of bid)
WAGE AND BENEFIT DETERMINATION
NO GRATUITIES OR KICKBACK AFFIDAVIT
ETHICAL STANDARDS AFFIDAVIT
GOOD STANDING AFFIDAVIT
DRAFT FORMAL CONTRACT**

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Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

**Guam Waterworks Authority
Invitation for Bid Number: GWA 2024-13 for Water Meters**

Indefinite Quantity Bid

This is an “Indefinite Quantity Bid” pursuant to the Guam Procurement Regulations. The quantities reflected are only estimated and not a guarantee of amounts to be purchased. Quantities may increase or decrease over the duration of the contract, and continued purchase is subject to the availability of funds. No guarantee or other commitment is made to vendors in terms of purchasing quantity, and the amounts set forth in this bid are only estimates of needs for the near term. All prices on this bid shall be valid up to 120 days.

I. BID ITEM(S)

<u>Item No</u>	<u>Description</u>	<u>Estimated Qty</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1.0	Ultrasonic Water Meters 5/8 x 3/4”	1000 each	_____	_____

TECHNICAL SPECIFICATIONS ON ITEM 1.1

DESIGN and PERFORMANCE SPECIFICATIONS GWA Ultrasonic Water Meters Sizes 5/8x3/4"	COMPLY YES OR NO	COMMENTS <i>size, weight, type, etc.</i>
Meters shall use solid state technology in a totally encapsulated, waterproof housing. Meter and register may be a single unit, but there shall be no moving parts in the flow path. Removable register is preferred for larger sizes (indicate integrated or removable). All meters shall meet at a minimum AWWA C715 standards and the standards listed below.		
Meters and registers shall be compatible with the Landis +Gyr two-way RF enabled Pit Water Module and be provided with three wire output connectors. Landis + Gyr has a register compatibility document included with this IFB.		
Meters and registers shall be compatible with the manufacturer's two-way RF enabled AMI endpoint.		
Meter register readings shall be compatible with the most current version of the manufacturer's AMR meter reading software and analytics and related mobile data management software applications specific to the proposed AMR register and radio endpoint.		
Meters shall be lead free bronze, polymer, or stainless-steel construction per NSF/ANSI 61 specifications. Meter size, model, registration, and date of manufacture shall be printed on the register face. Serial numbers shall be stamped onto the register lid as well as the meter body. Meter casing shall include a stamped directional flow arrow.		
All registers shall have at minimum 8 dials. 5/8x3/4" All registers shall read in U.S. gallons. Register measurement for 5/8x3/4" shall be to the 0.1 gallon. Meter shall update future ERT every 1 gallon or less. Register must clearly differentiate the billing read (1000 gals) and the raw read. Registers shall indicate a rollover or reset of dial indicator/alert.		
It is preferred that the Register lens be convex to avoid damage and collection of debris. It is preferred that the Register lens resist breakage and scoring under normal conditions. Register shall be permanently sealed to eliminate intrusion of moisture, dirt, and other contaminants. Register shall be suitable for installation in all environments, including meter pits subject to high temperatures and continuous submergence.		
All complete operating and parts manuals are to be furnished upon delivery at no additional cost to GWA. Manuals and other materials shall show all meter specifications and mechanical troubleshooting in paper and electronic media.		

DESIGN and PERFORMANCE SPECIFICATIONS GWA Ultrasonic Water Meters Sizes 5/8x3/4"	COMPLY YES OR NO	COMMENTS <i>size, weight, type, etc.</i>
Meter safe maximum operating capacity (SMOC) values by size shall be at minimum: 5/8x3/4" = 20 gpm		
Meters shall operate accurately at extended low flow rates at minimums shown below by meter size: 5/8x3/4" = 0.05 gpm		
Maximum head loss shall not exceed 2.5 psi at 15 gpm for 5/8x3/4"		
Meter register shall contain a programmable 8-digit LCD display with the following features: -non-removable or removable from meter (indicate which) -Meter shall update future ERT every 1 gallon or less -Consumption (to 1 gallon or less) -Battery life indicator -Rate of flow (gpm) -Reverse-flow indicator or detection -Leak indicator or detection (low flow) -Turnover/Rollover or reset indicator -High resolution ASCII encoder protocol		
Encoder registers for 5/8x3/4" meters shall have a 5-foot three-wire in-line connector. Connectors shall be waterproof.		
Serial numbers shall be stamped onto the register lid as well as the meter body. Sticker with serial number shall be placed on underside of register lid.		
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.		
Meters and registers shall be submersible in pit/vault environments and shall be waterproof and weatherproof.		
Any attaching bolts or screws shall be stainless steel, if applicable.		
Meters shall be maintenance free and contain no internal moving parts.		
The maximum operating pressure of the meter housing shall be at least 175 psi.		
The electronic register for 5/8x3/4" shall have a 20-year battery life with reads still obtainable on-site in the event of the LCD screen failing or battery failure.		
5/8x3/4" meters shall meet or exceed AWWA C715 new meter low, normal, and high flow new meter accuracy standards for a period of 20 years from date of shipment from manufacturer with no limit on cumulative flow through the meter.		

DESIGN and PERFORMANCE SPECIFICATIONS GWA Ultrasonic Water Meters Sizes 5/8x3/4"	COMPLY YES OR NO	COMMENTS <i>size, weight, type, etc.</i>
All meters shall conform to the AWWA standards for the latest AWWA C715 Type 1 meters at minimum.		
Lay length requirements for meters are as follows, assuming continued use of GWA Ford meter boxes: 5/8x3/4" = 7-1/2 inches		

General Requirements:

Sample meters and registers of each size for which a bid is submitted are requested by GWA to assure compatibility with existing GWA 3/4" meter boxes and vaults.

Meter deliveries must include an inventory upload electronic file for the utility to upload serial and transmitter numbers into its meter inventory system via a format provided by GWA.

All technical specification sheets for each meter shall be included in the final response to the IFB. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.

Additional warranty requirements include meter housing-20 years, register-20 years, and register battery and measuring transducers 20 years prorated for years 11 through 20.

INSPECTION, REGISTRATION AND TESTS:

The vendor shall be responsible for delivering all meters in a first-class condition. GWA will inspect and test each meter at the flows specified in the latest revision of the AWWA Manual M6 and any meter failing to register accurately according to these test specifications shall be rejected and returned to the vendor. Rejected meters shall be repaired or replaced by the vendor at no cost to GWA.

To cover costs of testing, a charge of \$25.00 will be made against the vendor and paid as reimbursement to GWA by the vendor for each meter failing to pass inspection or tests. The tests made by GWA will be final and binding. The vendor may observe any or all testing.

If more than 3% of any order placed fails to pass inspection and tests, GWA reserves the right to reject the entire order.

BIDDING ON:

MFG: _____

BRAND: _____

PLACE OF ORIGIN: _____

DATE OF DELIVERY: _____
(AFTER RECEIPT OF PURCHASE ORDER)

PLACE OF ORIGIN: _____

DATE OF DELIVERY: _____
(AFTER RECEIPT OF PURCHASE ORDER)

II. GENERAL TERMS AND CONDITIONS

A. AUTHORITY.

This Invitation for Bids is issued subject to all of the provisions of the Guam Procurement Act and the Guam Procurement Regulations. The bid requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith. Failure on the part of any bidder to act in good faith shall serve as a basis for voiding a bid or shall constitute a material breach of any contract entered into between GWA and any bidder, which shall allow GWA to immediately terminate the contract.

B. EXPLANATION TO BIDDERS.

Except as otherwise provided herein, no oral explanation in regard to the meaning of any provision of this Bid will be made, and no oral instructions will be given before the award of the bid. Discrepancies, omissions, or doubts as to the meaning of any provision of this Bid shall be communicated in writing to the named individual of GWA.

C. QUESTIONS.

Only written comments or questions regarding this bid will be accepted. No oral representation made by any employee or agent of GWA shall bind GWA. All questions or requests for clarifications must be submitted **no later than five business (5) days prior to the bid opening** schedule, and questions submitted thereafter shall not be responded to except at the discretion of GWA General Manager.

All questions regarding the bid must be submitted in writing and be delivered personally, via US mail, express delivery, fax or email directed to the following:

GWA Procurement Office
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, GU 96913
E-mail : psbids@guamwaterworks.org
Fax. No.: (671) 649-3750

Bids are to be submitted at the issuing offices not later than the time and date set for bid opening. Bidders may submit their bid to:

The Guam Waterworks Procurement Section located at the first floor at the Gloria B. Nelson Public Service Building.

D. METHOD OF AWARD.

GWA intends to review the bids immediately upon the opening of the bids as provided herein. The bids submitted will be the primary documents for evaluation. GWA reserves the right to waive any minor information or irregularity in bids received. GWA shall have the prerogative to award, amend or reject bids in whole or in part. GWA is not responsible for any and all costs incurred by any person or party incurred in preparing any bid. GWA reserves the right to retain all bids submitted regardless of whether a firm is selected. Submission of a bid indicates acceptance of all terms and conditions by the bidder.

Policy in Favor of Disabled Veteran Owned

Please note that in the event a bid is submitted by a bona-fide service-disabled veteran where the bidder is at least fifty-one percent (51%) owned by a service-disabled veteran and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest price bidder, GWA is required under 5 G.C.A. § 5011 to award the bid to the service-disabled owned business. A service-disabled veteran business must meet all of the following qualifications under 5 G.C.A. § 5012:

- i. the business concern is licensed to do business on Guam;
- ii. the business concern maintains its headquarters on Guam;
- iii. the business concern is at least fifty-one percent (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions, and whose disability is service-connected as demonstrated by a DD214 and certified by an award letter from the U.S. Department of Veterans Affairs;
- iv. the DD214 and Disability award letter from the U.S. Department of Veterans Affairs are submitted to the procuring entity for every service or supply offered; and;
- v. the service-disabled veteran(s) owner of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

WOMEN-OWNED BUSINESSES: P.L. 36.26. 5 Guam Code Annotated §5013.

§5013. Policy In Favor of Women-Owned Businesses.

- (a.) Notwithstanding any other provision of law, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service which is offered by a business concern that is at least fifty-one percent (51%) owned by women, that entity *shall* procure such supply or service from that business concern, if the supply or service is available within the period required by procuring entity and the price for the supply or service *does not* exceed one hundred five percent (105%) of the lowest bidder, and *shall* be in addition to any other procurement benefit the women-owned business may qualify for under Guam Law.
- (b.) The procuring entity shall determine the lowest price to the entity in the case of more than one (1) women-owned business, or a women-owned business and a service-disabled veteran owned business, who are competing for the same government contract

(c.) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of the Section if:

- (1) the business concern is licensed to business on Guam;
- (2) the business concern maintains its headquarters on Guam;
- (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions;
- (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and
- (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years

E. DESCRIPTIVE LITERATURE / (BROCHURES).

Descriptive literature (s) as specified in this solicitation must be furnish as part of the bid and must be received at the date and time set for opening bids. The literature furnished must clearly identify the item (s) in the bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product (s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of the manufacturer, construction, assembly or other characteristics which are considered appropriate. Rejection of the bid will be required if the descriptive literature (s) do not show that the product (s) offered confirm (s) to the specifications and other requirement of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the solicitation will require rejection of the bid.

F. REJECTION.

GWA has the right to reject all bids or offers which have been submitted in response to this Bid, at any time, including after delivery if goods are determined to be non-conforming, if GWA determines such to be in the best interest of GWA. All bids and contractual obligations are subject to the availability of funding.

G. TAXES.

Bidders are cautioned that they may be subject to Guam Business Privilege Taxes, including Gross Receipt Tax and Guam Income Taxes on Guam transactions. GWA shall not be responsible for paying any taxes owed by any vendor. Specific information of taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

H. LICENSING.

Bidders are cautioned that GWA will not consider for award any bid offer submitted by a bidder who has not complied with Guam Licensing Laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

I. COVENANT AGAINST CONTINGENT FEES.

The bidder warrants that it has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give GWA the right to terminate the contract, or in its discretion, deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the bidder upon contracts or sales secure or made through bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business.

J. JUSTIFICATION OF DELAY.

The bidder who is awarded the bid guarantees that performance will be completed within the agreed upon completion date. If, however, the selected bidder cannot comply with the completion requirement, it is the selected bidder's responsibility to advise GWA in writing explaining the cause and reasons of the delay.

K. DISCLOSURE OF MAJOR SHAREHOLDERS.

As a condition of bidder, any partnership, sole proprietorship or corporation doing business with GWA shall submit an affidavit executed under oath that list the name address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation, which have held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. A bid from any firm that has person on the list 10% or more affidavit that is a member of the CCU or a GWA or Guam Power Authority officer that reports directly to the Board will not be evaluated and will be rejected. The affidavit shall be open and available to the public for inspection and copying.

L. EQUAL EMPLOYMENT OPPORTUNITY.

Section 3.01(1) of Presidential Executive Order No. 10935 dated March 7, 1965, that was adopted on Guam, requires that the bidder not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The bidder will take whatever steps are necessary to ensure that its employees are treated equally during employment without regard to their race, creed, color or national origin.

M. DETERMINATION OF RESPONSIBILITY OF OFFERORS.

GWA reserves the right to secure information necessary to assess the competency and qualifications of the bidder, in accordance with the "Standard for Determination of the most

Qualified bidder” section of the General Terms and Conditions. The competency of bidders includes, but is not limited to, testing of goods and/or services provided by the bidder.

N. STANDARD FOR DETERMINING WHETHER BIDDER IS QUALIFIED.

In determining whether a bidder is qualified, GWA shall be guided by the following:

1. the ability, capacity, and skill of the bidder to perform (i.e., is bidder qualified);
2. whether GWA believes that the bidder can perform promptly or within the specified time;
3. the character, integrity, reputation, judgment experience, and efficiency of the bidder;
4. the sufficiency of the financial resources and ability of the bidder to perform;
5. whether the bidder has submitted all documents required under this Bid; and
6. whether the bidder can meet the terms and conditions of the Bid.

O. PRE-BID CONFERENCES.

Pre-bid conferences may be held at any time prior to the date established herein for submission of bids to explain the procurement requirements for this Bid. GWA will notify all bidders of any substantive clarification provided in response to any inquiry. GWA may extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical.

P. BIDS.

The Bidder is required to read each and every page of the bid and by the act of submitting a bid shall be deemed to have accepted all conditions contained therein except as noted elsewhere in the bid. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a bid after opening. Bids shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the bid or irregularities of any kind may be rejected by GWA in whole or in part.

Q. COMPETENCY OF BIDDERS.

Bids will be considered only from such bidders who, in the sole opinion of GWA, can show evidence of their ability, experience, equipment, and facilities to render satisfactory performance of the terms and conditions herein (see item “M” above for standards). GWA reserves the right to take all reasonable steps to determine the competency of bidders, including asking questions, testing or any other act deemed prudent by GWA based on the circumstances.

R. REQUEST FOR BID FORMS.

Each bidder shall be provided with one (1) set of the Bid packet at a cost of \$15.00. If the bidder wishes to download a bid packet on GWA website, the fee will not be charged. All payments shall be by cash, certified check, credit card or money order and shall be made payable to GWA. Prospective bidders are encouraged to notify GWA’s Procurement section at 300-6026/6027 to

be registered as a prospective bidder. **Failure to register as a bidder could result in not obtaining answers to questions or bid amendments, since GWA will send these types of documents to only those vendors we are aware of. GWA shall not be liable for any reason for the failure of any vendor to register with GWA and provide accurate and complete contact information.**

S. BID ENVELOPE.

Bid envelopes shall be sealed and marked with the bidder's name and GWA's Invitation for Bid Number.

T. FORM OF BID.

One (1) original hard copy, two (2) complete hard copies and one (1) electronic copy of the bid must be submitted. The original bid must be signed in ink by a person authorized to submit bids on behalf of the bidder. All bids shall be submitted entirely in English (including brochures if any). The electronic copy of the bid shall be submitted on a USB Drive but must follow GWA's requirements/guidelines: Product must be made in the USA or TAA compliant country, must be an encrypted USB thumb drive/External drive (like SanDisk, Data Traveler, Defender etc...) Encryption key must be provided upon submittal and USB must be free from viruses. All documents shall be in ".pdf" format. Electronic bids shall constitute an exact replica of the original hard copy of the bid that is being submitted.

Bidders may declare portions of their bid as being confidential. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. However, prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

GWA may review the material declared to be confidential to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, GWA shall inform the bidders in writing what portions of the bids will be disclosed. All bids shall be opened to public inspections subject to any continuing prohibition on the **confidential** data.

U. MODIFICATION / ALTERATION.

After the opening of bids, GWA or its designee(s) may conduct discussions with bidders that have submitted valid bids for the purpose of clarification to provide GWA with a full understanding as to the responsiveness and capabilities of the proposed bidder in meeting the requirements of the bid. In conducting discussions, there shall be complete confidentiality of any information derived from bids submitted by competing bidders.

V. MODIFICATION OR WITHDRAWAL OF BIDS.

Bids may be modified or withdrawn at any time prior to submission, as otherwise provided herein or by the Guam Procurement Code.

W. CONTACT FOR CONTRACT NEGOTIATION.

All vendors are required to designate a person who GWA may contact for prompt negotiation.

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

X. AWARD OF CONTRACT AND NEGOTIATION (IF APPLICABLE).

The lowest responsible bidder may be required to enter into a contract with GWA on terms and conditions acceptable to GWA. If the services are to be secured via Purchase Order, the bidder must still comply with all applicable laws, bid requirements and directives from GWA regardless of whether a formal “contract” has been issued.

The bidder who submits the lowest responsible bid for the required services or supplies may be required to enter into a contract within twenty (20) days following Bidder’s receipt of the Notice of Award of Bid. Contract negotiations will be directed toward: (1) making certain that the bidder has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; and (2) determining that the bidder will make available the necessary personnel, facilities, and products to perform the services within the required time. Bidders will be required to follow all laws applicable to this bid at all times, and the Bidder is responsible for ascertaining what laws are applicable to this bid.

Y. NOTICE OF AWARD.

Written notice of award will be public information and made a part of the procurement file.

Z. CERTIFICATION AGAINST THE EMPLOYMENT OF CONVICTED SEX OFFENDERS.

All vendors must complete and fill out a Certification Against the Employment of Convicted Sex Offenders (part of bid packet – if not present, make sure you ask for one).

AA. TERMINATION OF BID.

After opening, but prior to award, GWA may terminate the bid in whole or in part if:

1. It is in the best interest of GWA to do so.
2. The goods or services being sought are no longer required.
3. Bid amounts exceed available funding.

4. No bidder is qualified.

BB. LOCAL PROCUREMENT PREFERENCE:

All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.

Procurement of supplies and services from off Guam may be made if no business for such supplies or services may be found on Guam or if the total cost F.O.B. job site, unloaded, of procurement from off island is no greater than eighty-five percent (85%) of the total cost F.O.B. job site, unloaded, of the same supplies or services when procured from a business licensed to do business on Guam that maintains an office or other facility on Guam and that is one of the above-designated businesses entitled to preference.

III. SPECIAL TERMS AND CONDITIONS

- A. These specifications have been written to describe the minimum requirements to be supplied by the vendor bidding.
- B. GWA hereby notifies vendors that a reasonable test may be conducted upon delivery and prior to acceptance, which may include, but is not limited to testing the goods to be provided under this Bid for quality, manufacturing defects, other irregularities and for compliance with these specifications. GWA also reserves the right to have any goods provided hereunder tested by an independent firm to ensure quality and compliance with requirements set forth in this bid. GWA also reserves the right to have the manufacturing process inspected for all goods provided hereunder.
- C. The Guam Waterworks Authority reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid as deemed to be the best interest to GWA.
- D. The successful bidder may be required to enter into a written contract on terms and conditions acceptable to GWA.
- E. As required under Guam law, GWA reserves the right to cancel this bid if it is in the best interest of GWA to do so.
- F. Bidders are also advised to use and fill out all forms attached to this Bid, including but not limited to the Affidavit of Non-Collusion, Certification Regarding Hiring Convicted Sex Offenders, Bid Bond, and any other form required to complete their bid.
- G. Bidders are reminded that submission of a bid constitutes an acknowledgment that they have read and understood all bid terms and agree to be bound by such and that failure to read the bid shall not excuse performance or otherwise give rise to any claim by bidder, including mistake, neglect or for any other reason.

- H. “All or None Bids” (if **specified**) by classification of bid item is being used to ensure that GWA will Only be dealing with one vendor for a particular class of goods to lower administrative costs and to ensure that warranties are dealt with efficiently. Unless otherwise allowed under this Solicitation, failure to submit an “all or none” bid may be deemed to be non-responsive. If the bid is so limited, the Guam Water works Authority may reject part of such proposal and award on the remainder.

Note, these special terms and conditions apply in the event that GWA uses a purchase order. However, in the event a formal contract is entered into, the terms of the Contract shall control in the event of a conflict between these terms and conditions and the contract.

A. GENERAL COMPLIANCE WITH LAWS.

The Bidder agrees that they shall comply with all Federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption). Bidder agrees that they have and will continue to familiarize themselves with the requirements of all laws and rules applicable to this procurement. Failure on the part of the Bidder to familiarize themselves with the law and rules shall not excuse Bidder in any way.

B. ACCESS TO RECORDS AND OTHER REVIEW.

The Bidder, including his subcontractors, if any, shall maintain copies of all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Guam Waterworks Authority. All originals of any documents related to this Contract shall be provided to GWA as soon as possible, but not later than one day prior to the conclusion of this Agreement. Each subcontract entered into by Bidder pursuant to this agreement shall include a provision containing the conditions of this Section.

C. OWNERSHIP OF DOCUMENTS.

All briefs, memoranda and other incidental Bidder work or materials furnished hereunder shall be and remain the property of GWA, including all publication rights and copyright interests, and may be used by GWA without any additional cost to GWA.

D. INDEMNITY.

Bidder agrees to save and hold harmless the CCU, GWA, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage to the extent arising or growing out of the negligent acts or omissions of the Bidder, Bidder’s officers, agents (including subcontractors), servants or employees under this agreement.

E. CHANGES.

By written order, at any time, and without notice to Bidder's surety, GWA may, subject to all appropriate adjustments, make changes within the general scope of work of this Contract in any one or more of the following:

1. Drawings, designs or specifications, if the supplies or services to be furnished are to be specifically manufactured for GWA in accordance therewith;
2. Method of shipping or packing; or
3. Place of delivery.

If any such change order increases or decreases the Bidder's cost of or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

Failure of the parties to agree to an adjustment shall not excuse the Bidder from proceeding with the Contract as changed, provided that GWA promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

Within 30 days after receipt of a written change order, unless such period is extended by GWA in writing, the Bidder shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Bidder's claim unless GWA is prejudiced by the delay in notification. No claim by the Bidder for an adjustment hereunder shall be allowed if notice is not given prior to final payment given under this bid.

In the absence of such a change order, nothing in this clause shall be deemed to restrict the Bidder's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled "Claims Based on Acts or Omissions by GWA" of this Contract.

F. TERMINATION.

TERMINATION FOR DEFAULT:

(1). Default. If the Bidder 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, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract as determined by GWA, then GWA may notify the Bidder in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by GWA. GWA may terminate the Bidder's right to proceed with 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, GWA may procure similar services in a manner and upon terms deemed appropriate by GWA. The Bidder shall continue

performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.

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

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

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractor(s) of Bidder, the Bidder 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 Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified GWA 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 the government of Guam and any other governmental entity in its sovereign or contractual capacity; fires; earthquakes floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress is due to such causes similar to those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the sub-contractor were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the sub-contractor to perform for reasons other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time. Upon request of the Bidder, GWA shall ascertain the facts and extent of such failure, and, if GWA 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 Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of GWA and the government of Guam under the laws of Guam.

(5) Erroneous Termination for Default. If, after notice of termination of the Bidder's right to proceed under the provisions of this clause, it is determined for any reason that the Bidder 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 be the same as if the notice of termination had been issued pursuant to Subsection C, below.

(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.

TERMINATION FOR CONVENIENCE:

(1) **Termination.** GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of GWA. GWA shall give written notice of the termination to the Bidder specifying the part of the contract terminated and when termination becomes effective.

(2) **Bidder's Obligations.** The Bidder shall incur no further obligations in connection with the terminated work, and on the date set in the notice of termination, the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Bidder to assign the Bidder's right, title, and interest under terminated orders or subcontracts to GWA. The Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) **Right to Work Product.** Upon termination of the contract for the convenience of GWA or for any other reason, Bidder shall transfer title and deliver to GWA all documents and reports, plans, drawings, information, goods, and other material produced by Bidder or any of its sub-contractors in connection with the performance of this contract. The Bidder shall protect and preserve property in its possession or in the possession of any of its sub-contractors in which GWA has an interest.

(4) **Compensation.**

(a) The Bidder shall submit a termination claim specifying the amount due because of the termination for convenience, together with cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Bidder fails to file a termination claim within one year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Bidder may agree to a settlement, provided the Bidder has filed a termination claim supported by cost or pricing data to the extent required by 2 G.A.R. § 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 GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

- (i) contract prices for 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 Bidder 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 Subparagraph (b) of this clause;
- (iv) the reasonable settlement costs of the Bidder including accounting, 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 hereunder, 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. Attorney's fees, if for any reason Bidder files suit against the government, must be paid by the Bidder. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder 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.

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

G. SEVERABLE PROVISIONS.

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement, and the agreement shall be enforced according to its valid and subsisting terms and provisions. The terms of this Contract shall control in the event of any conflict between this Contract and any other document incorporated or referenced herein.

H. GOVERNING LAW AND VENUE.

The validity of any agreement entered into under this bid and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in either the Guam Superior Court or the Guam District Court, if applicable.

I. EFFECTIVE DATE OF AGREEMENT.

Any agreement under this Bid shall take effect upon the date said agreement is signed by GWA General Manager (who shall sign last). Agreements under this provision include Purchase Orders in the absence of a formal written contract.

J. GOVERNMENT NOT LIABLE.

1. GWA, its officers, agents, employees, and governing board assume no Liability for any accident or injury that may occur to the Bidder, Bidder's agents, employees, or to Bidder's property while on the job or otherwise in-route to or from the job during any travel required by the terms of this agreement.

2. GWA, its officers, agents, employees and governing board shall not be liable to Bidder for any work performed by the Bidder prior to the written and signed approval of this Contract by the General Manager for GWA and, by submitting a bid, the Bidder expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

K. ASSIGNMENT.

An assignment of any portion of the performance required under this Bid is not valid unless written approval is first obtained from GWA. Requests for approval of the right to assign any portion of the contract or obligation, if awarded, must be made in writing and submitted with the bid. No other requests for assignment will be accepted.

L. LIQUIDATED DAMAGES.

By submitting a bid, the Bidder agrees to commence work on the date to be specified in a written "Notice to Proceed" from GWA and to fully complete the project within the allotted time thereafter. In the event that the Bidder fails to complete the work called for in the bid or fails to provide the goods or services in the allotted time, then Bidder shall pay to GWA ¼ of 1% of the total bid price per day as liquidated damages for the non-performance as specified by the Guam Code Annotated. The liquidated damages herein are not a penalty, but rather a reasonable estimate by GWA of the loss it would suffer as a result of non-performance.

M. CONTRACT DOCUMENTS.

It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference, shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidence and constitute the Contract between the parties, hereto, and they are as fully a part of any Agreement resulting from this bid as if they were set out verbatim and in full therein, and are designated as follows:

- a. Invitation to Bid
- b. Instructions to Bidders
- c. Bid
- d. Form of Non-Collusion Affidavit
- e. Certification of Bidders Regarding Equal Employment Opportunity
- f. Bid and Performance Bond for Goods and Services
- g. Payment Bond (when applicable)

- h. Ownership & Interest Disclosure Affidavit
- i. Wage and Benefit Determination
- j. No Gratuities or Kickback Affidavit
- k. Ethical Standards Affidavit
- l. Good Standing Affidavit
- m. Special Provisions
- n. Technical Specifications
- o. Plans (if any)
- p. Addenda/Amendments
- q. Answers to Questions (if GWA determines they are applicable).

N. DISPUTES.

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this bid shall be decided by GWA General Manager, whose decision shall be final and conclusive upon the parties thereto. In the meantime, the Bidder shall diligently proceed with the work as directed. However, the final decision of GWA General Manager is appealable to the Guam Public Auditor as provided under 5 G.C.A. § 5427(e).

O. CONTRACT ISSUED UNDER THIS BID IS BINDING.

It is agreed that any contract under this bid and all the Covenants hereof shall inure to the benefit of and binding upon GWA and the Bidder, respectively, and his parties, successors, assignees and legal representative. Neither GWA nor the Bidder shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by the contract, or the land upon which the same is situated.

P. BIDDER'S RESPONSIBILITIES.

The Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Bidder shall, without additional cost to GWA, correct or revise all errors or deficiencies in his/her work.

GWA's review, approval, acceptance of, and payment for goods, fee, or for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Bidder's failure of performance of this contract, and the Bidder shall be and remain liable to GWA for all costs of any kind which may be incurred by GWA as a result of the Bidder's negligent or erroneous performance of any of the services performed under this Bid. GWA shall continue to remain liable for its own negligent acts and those of its employees and its failure to perform as provided under this agreement.

Q. SCOPE OF AGREEMENT.

Any Agreement issued under this bid and signed by GWA General Manager (formal contract or Purchase Order) supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Bidder by GWA and contains all of the covenants and terms between the parties with respect to this project. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the General Manager for the Guam Waterworks Authority (or his designee) is the only signature that will bind GWA.

R. CHANGE ORDERS.

By written order, at any time, and without notice to Bidder's surety, GWA may, subject to all appropriate adjustments, make changes within the general scope of work of this Contract in any one or more of the following:

1. Drawings, designs or specifications, if the supplies or services to be furnished are to be specifically manufactured for GWA in accordance therewith;
2. Method of shipping or packing; or
3. Place of delivery.

If any such change order increases or decreases the Bidder's cost of or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

Failure of the parties to agree to an adjustment shall not excuse the Bidder from proceeding with the Contract as changed, provided that GWA promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

Within 30 days after receipt of a written change order, unless such period is extended by GWA in writing, the Bidder shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Bidder's claim, unless GWA is prejudiced by the delay in notification. No claim by the Bidder for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Contract.

In the absence of such a change order, nothing in this clause shall be deemed to restrict the

Bidder's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled "Claims Based on Acts or Omissions by GWA" of this Contract.

S. STOP WORK ORDERS.

GWA may by written order to the Bidder, at any time, and without notice to any surety, require the Bidder to stop all or any part of the work called for in the Contract. This order shall be for a specified period not exceeding ninety (90) days after the order is received by the Bidder, unless the parties agree to any longer period. Upon receipt of the order, the Bidder shall comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires or within any further period to which the parties have agreed, GWA shall either cancel the work order or terminate the work covered by the order as provided under the Termination for Default or Termination for Convenience Clauses contained in this contract.

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or the period of the order or any extension thereof expires, the Bidder shall have the right to resume work. An appropriate adjustment shall be made to the delivery schedule or Bidder only if: (a) the stop work order results in an increase in the time required for performance or the Bidder's cost; and (b) if the Bidder asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if GWA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract. If a stop work order is not cancelled and the work covered by the order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed pursuant to the price adjustment clause of this Contract.

T. CLAIMS BASED ON ACTS OR OMISSIONS BY GWA.

If any action or omission on the part of GWA requiring performance changes within the scope of the contract constitutes the basis for a claim by the Bidder for additional compensation, damages, or an extension of time for completion, the Bidder shall continue with performance of the contract in compliance with the directions or orders of GWA, but by so doing, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (a) the Bidder shall have given written notice to GWA:
 - (i) prior to the commencement of the work involved, if at that time the Bidder knows of the occurrence of such action or omission;
 - (ii) within 30 days after the Bidder knows of the occurrence of such action or omission, if the Bidder did not have such knowledge prior to the commencement of the work; or
 - (iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the Bidder regards the act or omission as a reason which may entitle the Bidder to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the Bidder believes that additional compensation, damages, or an extension of time may be remedies to which the Bidder is entitled; and

(c) the Bidder maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

Nothing herein contained, however, shall excuse the Bidder from compliance with any rules of law precluding any GWA official or its Bidders from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

U. PRICE ADJUSTMENT CLAUSE.

Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or

(e) in the absence of an agreement between the parties, by a unilateral determination by GWA General Manager of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by GWA General Manager in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions under Title 5, Chapter 5 of the Guam Code Annotated (Legal and Contractual Remedies).

For any request for a price adjustment, the contractor shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations.

IV. SPECIAL PROVISIONS

1. **Bid and Performance Bond Requirements:**

All bidders are required to submit bid security in the amount of **15%** of their total bid amount which must also indicate that the security is not only for a bid bond, but also for performance under this Bid as required by 5 G.C.A. 5312. Failure to submit a proper bid bond will cause the bid to be rejected.

As required by law, the bid security shall not be released upon award of the bid, but instead shall continue in full force and effect until after delivery of the supplies or services required by the contract awarded to the Bidder under the associated Invitation for Bid is completed to secure the faithful performance under this Bid (**e.g., until warranty period has ended as any warranty is a service provided in conjunction with the delivery of goods**).

THE BID/PERFORMANCE GUARANTEE MAY BE IN THE FORM OF:

- a. Cashier's Check or Certified Check
- b. Letter of Credit
- c. Surety Bond – Valid only if accompanied by:
 - i. Current Certificate of Authority;
 - ii. Power of Attorney issued by the Surety to the Resident General Agent;
 - iii. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

2. **Performance Bond:** see Section 1 above.

3. **Failure to Submit Required Documentation.**

Failure by Bidder to submit the required information or data will be cause to declare the Bidder as non-compliant with the bid. Any declaration of non-compliance shall be at the sole discretion of the General Manager of the Guam Waterworks Authority.

4. **Shipping and Cost:**

Total cost must include CIF delivery to GWA's warehouse located in 578 N. Marine Drive Corps., Tamuning, Guam. Deliveries shall be made via flatbed truck or other means acceptable to GWA. If necessary, a forklift must be provided during deliveries by the successful vendor to unload the truck. The contractor shall contact GWA's Warehouse (receiving) Division at 300-6340 ext. 6350/6385/6384 within 72 hours in advance of each delivery to determine whether or not a forklift will need to be provided.

5. **Delivery:**

The vendor will be responsible for all costs and all risks associated with the provision of these goods until delivery is made and the items are formally accepted by GWA. All goods shall be

delivered to Guam Waterworks Authority at GWA's warehouse at Tamuning, Guam. Delivery time is **45 days** after receipt of order (ARO).

6. Warranty and Service:

The successful Bidder shall warrant that all goods and services to be provided hereunder are fit for the intended purpose stated in this Bid, and meet the standards set forth in this Bid. The bidder shall also warrant all goods and services provided under this Bid to be free from manufacturer's defects for a period of not less than one (1) year after receipt of goods unless the manufacturer provides for a longer standard warranty, in which case, the longer term shall apply. The warranty shall require the vendor to bear all costs to provide replacement goods within a reasonable period. GWA may in certain limited circumstances, such as where GWA's ability to provide service to its customers is a risk or has already been impacted, require a replacement be provided within 72 hours after notice of such need has been provided to the vendor.

In addition, the successful Bidder will handle all warranty issues arising out of this agreement and shall act as the warranty administrator for the duration of any warranty provided under this Bid. Thus, if the vendor is not the manufacturer of the products provided under this Bid, GWA will not be required by the Bidder to contact any manufacturer directly unless the Bidder is the manufacturer of all goods provided hereunder, and the Bidder shall be responsible for picking up warranted goods from GWA's Tamuning warehouse. The vendor shall be responsible for paying all costs, including packing, freight and insurance for all goods to be sent to the manufacturer and returned to GWA without any cost to GWA.

In the event of any dispute as to whether a failure was related to a warranted defect, GWA may elect to have the goods inspected by a third party experienced with evaluating said goods. If the third party determines that such goods should be covered by a warranty, the vendor shall pay for the services of the third-party examination, if, however, the examiner determines that the goods are not covered by a warranty, GWA shall pay for the third-party evaluation. GWA and the vendor agree to act in good faith and engage in fair dealing when administering this provision.

7. Contract Term:

GWA and the lowest responsible Bidder may enter into a contract (which may be in the form of a Purchase Order) on terms acceptable to GWA which shall commence upon vendor's acknowledged receipt of a Notice to Proceed from GWA. The initial term of the contract is one (1) year.

- 8.** Only written comments or questions regarding this bid will be accepted. No oral representation made by any employee or agent of GWA shall bind GWA.
- 9.** Amendments to this bid may be made by GWA in writing to all persons who have purchased a bid packet or down loaded at GWA website free of charge and may be transmitted to potential bidders via e-mail, fax, first class mail, certified mail, or via hand delivery.

These specifications were approved and/or prepared by Miguel Bordallo, General Manager, and hereby constitute the findings and determinations of the General Manager.

CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, if a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

I, _____ being a duly authorized representative acknowledge the
(print name)
directive as describe above and ensure the Bid Proposal as submitted addresses the directive.

(Company Name)

(Title)

(Signature)

(Date)

**SPECIAL PROVISION FOR
OWNERSHIP DISCLOSURE AFFIDAVIT**

All Bidders/Offerors are required to submit a current affidavit as required below. Failure to do so will mean disqualification and rejection of the Bid/RFP.

**5 GCA §5233 (Title 5, Section 5233) states:
Disclosure of Ownership, Financial, and Conflicts of Interest**

- (a) Purpose. The disclosures required by this Section are intended to reveal information bearing on the responsibility of a bidder, and can be obtained by an inquiry regarding responsibility prior to award.
- (b) Definitions.
As used herein, the term “person” shall be interpreted liberally to include the definition found in 1 GCA §715, and in §5030(n) of this Chapter, and includes a natural person as well as every entity of whatever form or composition (an “artificial person”) recognized under the laws of Guam other than a natural person, who is a prospective contractor under a bid, offer, proposal, or other response to a solicitation, or is a contractor under a contract with the government of Guam, and subject to the provisions of this Chapter.
- (c) Public Disclosure of Ownership.
- (1) The ownership interests to be disclosed under this Section include the interests of a natural or artificial person who owns all or any part of a prospective contractor, bidder, or offeror, whether as proprietor, a partner, limited or otherwise, a shareholder of any class, in which case the percentage ownership interest test shall be based on each class, a member of an association or company, limited or otherwise, and any person owning a beneficial legal interest in any trust, and any other person having the power to control the performance of the contract or the prospective contractor.
 - (2) Prior to award, every person who is a prospective contractor, bidder, or offeror of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten percent (10%) at any time during the twelve (12) month period immediately preceding the date of the solicitation (the “relevant disclosure period”). If a prospective contractor, bidder, or offeror is an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such artificial person (a “second tier owner”) greater than twenty-five percent (25%) at any time during the relevant disclosure period. If any such second-tier owner is also an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such second-tier owner (a “third tier owner”) of forty-nine percent (49%) or more during the relevant disclosure period. If the name of no natural person has been identified as an owner, or a second or third tier owner of the prospective contractor, bidder, or offeror, the Disclosure Statement shall identify the name, position, address, and contact information of the natural person having the authority and responsibility for the

performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.

- (d) Disclosure of Financial Interest. A prospective contractor shall execute an affidavit disclosing the name of any person who has received or is entitled to receive a commission, gratuity, contingent fee, or other compensation to solicit, secure, or assist in obtaining business related to the solicitation by means of a Disclosure Statement, executed as an affidavit under oath, disclosing such interest and shall also contain the amounts of any such commission, gratuity, contingent fee, or other compensation.
- (e) Disclosure of Conflict of Interest. A prospective contractor shall disclose the name of any person who directly or indirectly participates in any solicitation if such person is also an employee of the government of Guam, or of the government of the United States if federal funds are used in payment of the contract.
- (f) Every disclosure of an ownership or financial interest of any person required to be identified by this Section shall name the person required to be disclosed and the street address of their principal place of business. All information disclosed or meant to be disclosed under this Section is public procurement data and shall be kept as part of the public record of each procurement.
- (g) Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by §5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract.”

Section 2. Severability. If any provision of this Act or its application to any person or circumstance is found to be invalid or contrary to law, such invalidity shall not affect other provisions or applications of this Act that can be given effect without the invalid provision or application, and to this end the provisions of this Act are severable.

- 1. If the affidavit is a copy, indicate the BID/RFP number and where it is filed.**
- 2. Affidavits must be signed within 60 days of the date the bids or proposals are due.**

Total percentage of shares: _____

4. That if no natural person has been identified as an owner in Section 1-3 above, the natural person having the authority and responsibility for the performance of the prospective contract:

Name & Position Street Address (Principal Place of Business) Contact Information

The natural person having the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract:

Name & Position Street Address (Principal Place of Business) Contact Information

5. Persons who have received or are entitled a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the Bid/RFP for which this Affidavit is submitted are as follows:

<u>Name</u>	<u>Address</u>	<u>Amount of Commission, Gratuity, or other Compensation</u>
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6. Persons who directly or indirectly participated in this solicitation, if government of Guam employees (or government of the United States employees, if federal funds are used in payment of the contract):

Name & Position Street Address (Principal Place of Business) Contact Information

Further, affiant sayeth naught.

Date: _____

Signature of individual if bidder/offeror is a sole Proprietorship; Partner, if the bidder/offeror is a Partnership Officer, if the bidder/offeror is a corporation.

Subscribe and sworn to before me this _____ day of

_____, 2023.

Notary Public _____

In and for the Territory of Guam

My Commission expires _____.

BID AND PERFORMANCE BOND FOR GOODS AND SERVICES
AS REQUIRED UNDER 5 G.C.A. § 5212

KNOW ALL MEN BY THESE PRESENTS, that (bidder name) _____
_____ as Principal, herein after called the Principal and
(name of surety) _____
as duly admitted insurer under the laws of the Territory of Guam, as Surety, hereafter called the
Surety, are held and firmly bound unto the Guam Waterworks Authority for the sum
of _____ Dollars
(\$ _____), for payment of which sum will and truly to be made, the said Principal and the
said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally firmly by these presents:

WHEREAS, the Principal has submitted a bid for and is anticipated to enter into a contract in the
amount specified below,

NOW, THEREFORE, if the Guam Waterworks Authority shall accept the bid and the principal
shall not withdraw said bid within sixty (120) calendar days after the opening of bids and shall
within twenty-one (21) calendar days after the prescribed forms are presented to him for signature,
enter into a Contract with the Guam Waterworks Authority in accordance with the terms of such
bid. This bond shall also be held by the Guam Waterworks Authority to secure the faithful
performance of such Contract and for the prompt payment of labor, goods, services and materials
furnished in the prosecution thereof. In the event of the failure of the Principal to enter into such
Contract, or if the Principals (Bidder) fails to perform in accordance with the requirements set out
under the Bid or any other written instrument requirement performance thereunder, the Surety, on
behalf of the Principals shall pay to the Guam Waterworks Authority the differences not to exceed
the penalty hereof between the amounts specified in said bid and such larger amount for which the
Guam Waterworks Authority may in good faith contract with another party to perform work
covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then
this obligation shall be null and void, otherwise to remain in full force and effect.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if the Bidder
shall promptly and faithfully perform said Contract, and shall promptly make payment to all
claimants as hereinafter defined for all labor and material used or reasonably required for use in
the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in
full force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the
Authority provided the same is within the scope of the Contract or any modification thereto.
- B. Whenever the Bidder shall be and is declared by the Authority to be in default under the
Contract, the Authority having performed its obligations hereunder, the Surety may promptly
remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Authority and the Surety of the lowest responsible bidder, arrange for a Contract between such Bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts or completion arranged under this paragraph) sufficient funds to pay the cost of completion, less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph shall mean the total amount payable by the Authority to Bidder under the Contract and any amendments thereto, less the amount properly paid by the Authority to Bidder. No right of action shall accrue on this bond to or for use of any person or corporation other than the Authority or successors of the Authority.

C. A claimant is defined as one having a direct contract with the Bidder or with a sub-bidder of the Bidder for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

D. The above named Bidder and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date of which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.

E. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Bidder, shall have given written notice to any two (2) of the following entities named below:

(a) the Bidder; (b) the Guam Waterworks Authority, or (c) the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Bidder at any place the principal maintains an office or conducts its business.

2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.

3. Other than in a court of competent jurisdiction in and for the Territory of Guam.

F. The amount of the bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED AND SEALED THIS _____ day of _____, 202____, A.D.

IN THE PRESENCE OF:

(Note: If the Principals are Partners, each must execute the Bond)

(WITNESS)

(BIDDER) (SEAL)

(TITLE)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

WAGE AND BENEFIT DETERMINATION

Bid or RFP No.: _____ Name of Offeror: _____

I, _____ hereby certify under penalty
Of perjury as follows:

(1) That I am _____ [*please select one: the offeror, a partner of the offeror, an officer of the offeror*] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA 5801 and 5802 below and that I will ensure that I and my subcontractors will comply with said provisions which read as follows:

§5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror and its subcontractors are now, or will be prior to beginning performance and throughout the contract term, in full compliance with 5 GCA 5801 and 5802.

(4) That I have attached the most recent wage and benefit determinations applicable to Guam issued by the U.S. Department of Labor and that I will ensure all of my employees and the employees of my subcontractors will be provided a minimum of ten (10) paid holidays per annum.

Signature

NON-GRATUITY or KICKBACKS AFFIDAVIT

Guam)
)ss:
Tamuning)

I, _____ first being duly sworn, depose
and say:
(Name of Declarant)

1. That I am the _____ of _____.
(Title) (Name of Company or Person Bidding/Offeror)

2. To the best of my knowledge, neither I, nor any of Offeror’s officers, representatives, agents, subcontractors or employees have violated or are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107. Further, I promise, on behalf of Offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107.

3. To the best of my knowledge, neither I, nor any of Offeror’s officers, representatives, agents, subcontractors or employees have offered, given or agreed to give, any GWA employee and/or former GWA employee any payment, gift, kickback, gratuity or offer of employment in connection with Offeror’s proposal.

4. I make these statements on behalf of myself as a representative of Offeror, and on behalf of the Offeror’s officers, representatives, agents, subcontractors, and employees.

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 202_, before me a Notary Public in and for Guam, personally appeared _____, known to me to be the authorized representative of _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of _____, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

) Seal (
Notary Public

ETHICAL STANDARD AFFIDAVIT

Guam)
)ss:
Tamuning)

I, _____ first being duly sworn, depose and say:
(Name of Declarant)

1. That I am the _____ of _____.
(Title) (Name of Company or Person Bidding/Offeror)

2. To the best of my knowledge, neither I nor any officers, representatives, agents, subcontractors or employees of Offeror have knowingly influenced any GWA employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, I promise that neither I, nor any officer, representative, agent, subcontractor, or employee of Offeror will knowingly influence any GWA employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11.

3. All statements in this affidavit and in the bid are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126.

4. I make these statements on behalf of myself as a representative of Offeror, and on behalf of the Offeror’s officers, representatives, agents, subcontractors, and employees.

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 202_, before me a Notary Public in and for Guam, personally appeared _____, known to me to be the authorized representative of _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of _____, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

) Seal (

Notary Public

GOOD STANDING AFFIDAVIT

Guam)
)ss:
Tamuning)

I, _____ first being duly sworn, depose and say:
(Name of Declarant)

1. That I am the _____ of _____.
(Title) (Name of Company or Person Bidding/Offeror)

2. That I represent and warrant that Offeror is duly registered and in good standing under the laws of Guam or will be duly registered and in good standing under the laws of Guam at the time award is made under IFB _____ [insert IFB Number].

3. I make these statements on behalf of myself as a representative of Offeror, and on behalf of the Offeror’s officers, representatives, agents, subcontractors, and employees.

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 202_, before me a Notary Public in and for Guam, personally appeared _____, known to me to be the authorized representative of _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of _____, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

) Seal (

Notary Public

DRAFT FORMAL CONTRACT

Bidders are notified they will be subject to these terms and conditions and as a condition of the submitting a bid, agree to the terms contained herein

THIS AGREEMENT AND FORMAL CONTRACT is made and entered into this _____ this day of _____, 2024 by and between the **GUAM WATERWORKS AUTHORITY** (“GWA”), whose business address is 688 Route 15, Mangilao, Guam, 96913, and _____ (**“Bidder”**), whose mailing address is _____ licensed to conduct business on Guam and having Guam business license Nos. _____.

WITNESSETH, that whereas, GWA intends to purchase _____ for the purpose of _____ as identified in GWA Bid No. _____.

NOW THEREFORE, GWA and the Bidder for the considerations hereinafter set forth herein and in other documents associated with the performance hereunder, agree as follows:

SECTION 1. THE BIDDER AGREES:

To provide all of the goods and services specified in GWA IFB No. _____ at the prices specified in the bid. Bidder agrees to maintain all time all licenses, labor, insurance, material, equipment, tools and services necessary to perform and comply with this Contract and the Contract Documents as defined in Section 3 herein. Bidder also understands that it is responsible for all taxes and fees which may be due relative to payment or performance hereunder (including but not limited to, all employee, corporate and gross receipt taxes). GWA reserves the right to amend this Agreement or request a change order, but the right is subject to the mutual agreement of both parties and all amendments or change orders shall be in writing signed by both parties.

- (a) **CONTRACT TIME:** The Bidder agrees to commence work under this contract upon written notice to proceed and to provide the services as specified in the Bid Documents in the time, place and manner provided in the Bid Documents (as amended). Bidder agrees by placing their signature hereto that they have been placed on notice that the provision of the goods and services hereunder is necessary to protect the public health and that time is always of the essence.
- (b) **SUB-BIDDERS:** The Bidder agrees to bind every sub-Bidder to the terms of the Contract Documents. Bidder further agrees that no sub-Bidder Bidder may be allowed to perform in any fashion whatsoever under this contract until such time as the express written approval of GWA is obtained. The Contract Documents shall not be construed as creating any contractual relation between a sub-Bidder and the Guam Waterworks Authority.

SECTION 2. GWA AGREES:

To pay, and the Bidder agrees to accept in full payment for the performance of this Contract, the amount of _____ (add other explanation if necessary). GWA agrees to pay approved invoices on a net 30-day basis. In the event GWA does not pay an invoice approved by GWA within sixty (60) days, GWA agrees to pay Bidder six (6) percent interest on such overdue payments.

Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or
- (e) in the absence of an agreement between the parties, by a unilateral determination by GWA General Manager of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by GWA General Manager in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions under Title 5, Chapter 5 of the Guam Code Annotated (Legal and Contractual Remedies).

For any request for a price adjustment, the Bidder shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations. Please note, fixed price bids of one year or less shall not be modified by GWA except in extreme circumstances (e.g., factory has burned down, massive increases in shipping costs, etc.)

SECTION 3. CONTRACT DOCUMENTS:

It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidence and constitute the Contract between the parties, hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- a. Invitation to Bid
- b. Instructions to Bidders
- c. Bid
- d. Form of Non-Collision Affidavit
- e. Bid Bond

- f. Certification of Bidders Regarding Equal Employment Opportunity
- g. Formal Contract (which shall control in the event of conflict between this and any other contract document)
- h. Performance Bond
- i. Payment Bond
- j. General Provisions
- k. Special Provisions
- l. Technical Specifications
- m. Plans
- n. Addenda/Amendments
- o. Answers to Questions (if GWA determines they are applicable).

SECTION 4. LIQUIDATED DAMAGES:

The Bidder further agrees to pay to GWA the amounts stated in the bid for failing, neglecting or refusing to complete the work within the time herein specified and said sum shall be paid for each consecutive calendar day therefore that the Bidder shall be in default after the time stipulated in the Contract for completing the work, ready for use and/or operations. Sundays and legal holidays will be excluded in determining the number of days in default.

SECTION 5. COVENANT AGAINST CONTINGENT FEES:

The Bidder warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warrant shall give GWA the right to terminate the contract, or at its direction, deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by Bidders upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business.

SECTION 6. OTHER CONTRACTS:

GWA may award other contracts for additional work, and the Bidder shall fully cooperate with such other Bidders and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Bidder shall not commit or permit any act which will interfere with the performance of work by any other Bidder.

SECTION 7. DISPUTES:

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by GWA General Manager whose decision shall be final and conclusive upon the parties thereto. In the meantime, the Bidder shall diligently proceed with the work as directed. However, the final decision of GWA General Manager is appealable to the Guam Public Auditor as provided under 5 G.C.A. § 5427(e).

SECTION 8. DIFFERING SITE CONDITIONS.

The Bidder accepts the conditions at the work site as they eventually may be found to exist and warrants and represents that the contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Bidder's own cost and expense, anything in this contract to the contrary notwithstanding.

SECTION 9. CONTRACT BINDING:

It is agreed that this Contract and all the Covenants hereof shall insure to the benefit of and binding upon GWA and the Bidder respectively and his parties, successors, assignees and legal representative. Neither GWA nor the Bidder shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

It is hereby mutually agreed by and between the parties hereto that no mechanic, Bidder, sub Bidder, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by this contract, or the land upon which the same is situated.

SECTION 10. GWA NOT LIABLE:

A. GWA, its officers, agents, employees and governing board assumes no liability for any accident or injury that may occur to the Bidder, Bidder's agents, employees, or to Bidder's property while on the job or otherwise en route to or from the job during any travel required by the terms of this agreement.

2. GWA, its officers, agents, employees and governing board shall not be liable to Bidder for any work performed by the Bidder prior to the written and signed approval of this Contract by the General Manager for GWA and the Bidder hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

SECTION 11. NOTICES:

All notices between the parties shall be in writing and shall be deemed served when personally delivered or when deposited in the mail, registered or certified, first-class postage prepaid, addressed as follows:

To: **GUAM WATERWORKS AUTHORITY**
Miguel C. Bordallo P.E
GWA General Manager
688 Route 15,
Mangilao, Guam, 96913

To: **BIDDER**

SECTION 12. TERMINATION:

Section 12.1 – Termination for Default:

(1) Default. If the Bidder 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, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, GWA may notify the Bidder in writing of the delay or non-performance and if not cured in five (5) working days or any longer time specified in writing by GWA, GWA may terminate the Bidder’s right to proceed with 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 GWA may procure similar services in a manner and upon terms deemed appropriate by GWA. The Bidder shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.

(2) Bidder’s Duties. Notwithstanding termination of the contract and subject to any directions from GWA, the Bidder shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Bidder in which GWA has an interest.

(3) Compensation. Payment for completed services delivered and accepted by the government and GWA shall be at the contract price. GWA may withhold from amounts due the Bidder such sums as GWA deems to be necessary to protect GWA against loss because of outstanding liens or claims of former lien holders and to reimburse GWA for the excess costs incurred in procuring similar goods and services (including the provision of these goods and services by GWA personnel). In addition, in the event of a breach on the part of the Bidder, GWA shall be due liquidated damages in the amount of \$4,500 per day to compensate GWA for the costs incurred by attributable to Bidder’s delay, breach or non-performance.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-Bidder(s) of Bidder, the Bidder 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 Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified GWA within fifteen (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; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the Bidder (or sub-Bidder) were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the Bidder (or sub-Bidder) to perform for reasons

other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time. Upon request of the Bidder, GWA shall ascertain the facts and extent of such failure, and, if GWA 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 Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of GWA and the government of Guam under the laws of Guam.

(5) Erroneous Termination for Default. If, after notice of termination of the Bidder's right to proceed under the provisions of this clause, it is determined for any reason that the Bidder 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 be the same as if the notice of termination had been issued pursuant to Subsection C, below.

(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.

Section 12.2 – Termination for Convenience:

(1) Termination. GWA may, when the interest of the government so requires, terminate this contract in whole or in part, for the convenience of the government or GWA (including the provision of services by any sub-Bidder of the Bidder). GWA shall give thirty (30) days advance written notice of the termination to the Bidder specifying the part of the contract terminated and when termination becomes effective.

(2) Bidder's Obligations. The Bidder shall incur no further obligations in connection with the terminated work (except in the case of SubBidders where the Bidder is solely liable to GWA for their acts and/or non-performance or breach under this agreement) and on the date set in the notice of termination the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Bidder to assign the Bidder's right, title, and interest under terminated orders or subcontracts to GWA. The Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Work Product. Upon termination of the contract for the convenience of the government or GWA or for any other reason, Bidder shall transfer title and deliver to GWA all documents and reports, plans, drawings, information and other material produced by Bidder or any of its sub-Bidders in connection with the performance of this contract. The Bidder shall protect and preserve property in its possession or in the possession of any of its sub-Bidders in which GWA or the Government of Guam has an interest.

(4) Compensation.

(a) The Bidder shall submit a termination claim specifying the amount 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 Bidder fails to file a termination claim within one year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Bidder may agree to a settlement provided the Bidder 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 GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

- (i) contract prices for 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 Bidder 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 Subparagraph (b) of this clause;
- (iv) the reasonable settlement costs of the Bidder including accounting, 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 hereunder, 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 Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder 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.

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

SECTION 13. SEVERABLE PROVISIONS:

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions. The terms of this Contract shall control in the event of any conflict between this Contract and any other document incorporated or referenced herein.

SECTION 14. GOVERNING LAW AND VENUE:

The validity of this agreement, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in the Superior Court of Guam or the Guam District Court if applicable.

SECTION 15. OWNERSHIP OF DOCUMENTS:

All briefs, memoranda and other incidental Bidder work or materials furnished hereunder shall be and remain the property of GWA including all publication rights and copyright interests and may be used by GWA without any additional cost to GWA.

SECTION 16. INDEMNITY:

Bidder agrees to save and hold harmless GWA, its board members, officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Bidder, Bidder's officers, agents (including sub-bidders), servants or employees under this Agreement.

SECTION 17. GENERAL COMPLIANCE WITH LAWS:

The Bidder agrees that Bidder is to comply with all Federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption).

SECTION 18. ACCESS TO RECORDS AND OTHER REVIEW:

The Bidder, including his sub-bidders, if any, shall maintain copies of all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Guam Waterworks Authority. All originals of any documents related to this Contract shall be provided to GWA as soon as possible, but not later than one day prior to the conclusion of this Agreement. Each subcontract by Bidder pursuant to this agreement shall include a provision containing the conditions of this Section.

SECTION 19. SCOPE OF AGREEMENT.

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Bidder by GWA and contains all of the covenants and terms between the parties with respect to such this project. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the General Manager for the Guam Waterworks Authority (or his designee) is the only signature that will bind GWA.

SECTION 20. RESPONSIBILITY OF BIDDER.

In addition to the other requirements set forth in the bid and this Contract, the Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Bidder shall, without additional cost to GWA, correct or revise all errors or deficiencies in his/her work.

GWA's review, approval, acceptance of, and payment for goods, fee, or for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Bidder's failure of performance of this contract and the Bidder shall be and remain liable to GWA for all costs of any kind which may be incurred by GWA as a result of the Bidder's negligent or erroneous performance of any of the services performed under this contract. GWA shall continue to remain liable for its own negligent acts and those of its employees and its failure to perform as provided under this agreement.

SECTION 21. CHANGE ORDERS.

By written order, at any time, and without notice to Bidder's surety, GWA may, subject to all appropriate adjustments, make changes within the general scope of work of this Contract in any one or more of the following:

1. Drawings, designs or specifications, if the supplies, goods or services to be furnished are to be specifically manufactured for GWA in accordance therewith;
2. Method of shipping or packing; or
3. Place of delivery.

If any such change order increases or decreases the Bidder's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

Failure of the parties to agree to an adjustment shall not excuse the Bidder from proceeding with the Contract as changed, provided that GWA promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

Within 30 days after receipt of a written change order, unless such period is extended by GWA in writing, the Bidder shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Bidder's claim unless GWA is prejudiced by the delay in notification. No claim by the Bidder for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Contract.

In the absence of such a change order, nothing in this clause shall be deemed to restrict the Bidder's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled "Claims Based on Acts or Omissions by GWA" of this Contract.

SECTION 22. STOP WORK ORDERS.

GWA may by written order to the Bidder, at any time, and without notice to any surety, require the Bidder to stop all or any part of the work called for in the Contract. This order shall be for a specified period not exceeding ninety (90) days after the order is received by the Bidder, unless the parties agree to any longer period. Upon receipt of the order, the Bidder shall comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties have agreed, GWA shall either cancel the work order or terminate the work covered by the order as provided under the Termination for Default or Termination for Convenience Clauses contained in this contract.

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, of the period of the order or any extension thereof expires, the Bidder shall have the right to resume work. An appropriate adjustment shall be made to the delivery schedule or Bidder only if: (a) the stop work order results in an increase in the time required for performance or the Bidder's cost; **and** (b) if the Bidder asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if GWA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract. If a stop work order is not cancelled and the work covered by the order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed pursuant to the price adjustment clause of this Contract.

SECTION 23. CLAIMS BASED ON ACTS OR OMISSIONS BY GWA.

If any action or omission on the part of GWA requiring performance changes within the scope of the contract constitutes the basis for a claim by the Bidder for additional compensation, damages, or an extension of time for completion, the Bidder shall continue with performance of the contract in compliance with the directions or orders of GWA, but by so doing, the Bidder shall not be

deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) the Bidder shall have given written notice to GWA:

(i) prior to the commencement of the work involved, if at that time the Bidder knows of the occurrence of such action or omission;

(ii) within 30 days after the Bidder knows of the occurrence of such action or omission, if the Bidder did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the Bidder regards the act or omission as a reason which may entitle the Bidder to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the Bidder believes that additional compensation, damages, or an extension of time may be remedies to which the Bidder is entitled; and

(c) the Bidder maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

Nothing herein contained, however, shall excuse the Bidder from compliance with any rules of law precluding any GWA official or its Bidders from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

SECTION 24. EFFECTIVE DATE OF THIS CONTRACT.

This agreement shall take effect upon the date it is signed by both the General Manger and the Bidder and the date of this agreement shall be when the General Manager affixes his signature.

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IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first written.

GUAM WATERWORKS AUTHORITY:

BIDDER:

Miguel C. Bordallo P.E
GWA General Manager

Bidder's Authorized Representative

Date: _____

Date: _____

Certified Funds Available:

Approved as to Form:

Taling M. Taitano, CPA, CGFM, CGMA
GWA Chief Financial Officer

Theresa G. Rojas, Esq.
GWA General Counsel

Date: _____

Date: _____

Guam Business License or Certificate of Authorization No.: _____.

Contract No.: _____

Vendor No.: _____

Contract Amount: _____

Certifying Officer: _____

Amount Certified: _____

Date: _____

Source of funding: _____

**CORPORATE OR PARTNERSHIP CERTIFICATION
AS TO AUTHORIZATION TO BIND**

I, _____ certify that I am the Secretary of the corporation or managing partner named as Bidder herein; that _____ who signed this contract on behalf of the Bidder, was then _____ of said corporation/partnership by authority of said corporation of its governing body, and is within the scope of its corporate/partnership powers to bind said corporation/partnership to the terms and conditions of this Contract.

Signed: _____
Corporate Secretary

Date: _____

(CORPORATE/PARTNERSHIP SEAL)

* * * * * **END OF CONTRACT** * * * * *


GUAM WATERWORKS AUTHORITY

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

INVITATION FOR BID

The GUAM WATERWORKS AUTHORITY will receive sealed bids for the **Ultrasonic Water Meters** in **GWA IFB. NO. 2025-31**. Bids will be accepted until **10:00 a.m.** Chamorro Standard Time, **Friday, May 23, 2025**, at the GWA Procurement Office, located on the first floor of the Gloria B. Nelson Public Services Building in Mangilao at which time and place all bids will be publicly and virtually opened via GoToMeeting and read aloud. Bidders interested in attending the virtual meeting may send their request to psbids@guamwaterworks.org to obtain the GoToMeeting ID/Link prior to the due date and time. All bids must be accompanied by a Bid/Performance Bond in the amount of fifteen percent (15%) of the total bid price. Bid security may be a Bid/Performance Bond, a Surety Bond, a Certified Check or a Cashier's Check made payable to Guam Waterworks Authority. A non-refundable amount of \$15.00 is required for the purchase price of every set of bidding documents that are available at the GWA Procurement Office. Bidders may download a bid package at www.guamwaterworks.org without charge, although vendors are strongly encouraged to contact our Procurement Office via e-mail at psbids@guamwaterworks.org or visit our GWA Procurement office to register to ensure that updated information, notices or bid amendments are distributed to you.

GWA reserves the right to revise or reject any or all proposals and to waive any minor imperfection in the bid proposal in the interest of the Guam Waterworks Authority.



Miguel C. Bordallo, P.E.,
General Manager *CB*

GWA STAMP ISSUE DATE:

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For the Guam Code Annotated (GCA) and Guam Administrative Rules and Regulations (GAR) relevant statutory provisions and requirements see:

- ¹ 5 GCA § 5233
- ² 2 GAR § 3126(b)
- ³ 5 GCA § 5253
- ⁴ 5 GCA §§ 5801 and 5802
- ⁵ 2 GAR Division 4 § 11107
- ⁶ 2 GAR Division 4 § 3126
- ⁷ 5 GCA § 5631
- ⁸ 5 GCA § 5001(f)
- ⁹ 5 GCA § 5212

For specific references and statutes, GCA and GAR are accessible at the Guam Compiler of Laws website: <http://www.guamcourts.org/CompilerofLaws/index.html>.

ISSUED BY: **Guam Waterworks Authority**
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

GWA DIVISION: **Meter Shop**

IFB NUMBER: **IFB 2025-31**

IFB TITLE: **Ultrasonic Water Meters**

DEADLINES:

Date	Activity	Time
05/01/2025	Issuance / Publication	08:00 a.m.
05/05/2025	Deadline for Requesting a Pre-Bid Conference	10:00 a.m.
05/07/2025	Deadline for Questions	10:00 a.m.
05/09/2025	Deadline for Responses	05:00 p.m.
05/23/2025	Deadline for Submission	10:00 a.m.
05/23/2025	Bid Opening	10:30 a.m.

IFB Checklist for Bid Submission

1. Registration & Access

- Register at the GWA Supplier Portal
<https://fa-exzs-saasfaprod1.fa.ocs.oraclecloud.com/fscmUI/redwood/supplier-registration/register-supplier/register-supplier-verification>
- Confirm receipt of bid amendments, clarifications, or updates after registration.

2. Bid Preparation

- **Price Proposal**
 - Ensure price validity for a minimum of 120 calendar days unless otherwise specified.
 - Include all costs, ensuring accuracy and completeness.
- **Bid Guarantee**
 - Prepare a bid guarantee (15% of total bid price) unless otherwise identified.
 - Include the appropriate form of security: bid/performance bond, surety bond, certified check, or cashier's check.
- **Product Literature**
 - Provide brochures or descriptive literature for all items offered (if applicable).

3. Document Assembly for Submission

- Affidavits (**Originals Only**)
 - Non-Collusion Affidavit
 - Certification of Non-Employment of Convicted Sexual Offenders
 - Special Provision for Ownership Disclosure Affidavit
 - Ownership and Interest Disclosure Affidavit
 - Bid and Performance Bond for Goods and Services
 - Wage and Benefit Determination
 - No Gratuity or Kickbacks Affidavit
 - Ethical Standard Affidavit
 - Good Standing Affidavit Ownership and Interest Disclosure Affidavit
 - Business License/Contractor's License
 - While not required for proposal submission, ensure you have the appropriate license(s) as a precondition for contract entry.

4. Bid Submission

- Prepare sealed bid packages including:
 - One (1) **original bid clearly marked.**
 - Two (2) copies of the bid, clearly labeled.
 - One (1) electronic copy of the bid.
- Submit all required documents in a sealed envelope.
- Clearly mark envelopes with the GWA IFB number, bidder's name, and "Bid Submission."



GUAM WATERWORKS AUTHORITY
 Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
 P.O. Box 3010, Hagåtña, Guam 96932
 Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

**Guam Waterworks Authority
 Invitation for Bid Number: GWA 2025-31
 Ultrasonic Water Meters**

This is an “Indefinite Quantity Bid” pursuant to the Guam Procurement Regulations. The quantities reflected are only estimated and not a guarantee of amounts to be purchased. Quantities may increase or decrease over the duration of the contract, and continued purchase is subject to the availability of funds. No guarantee or other commitment is made to vendors in terms of purchasing quantity, and the amounts set forth in this bid are only estimates of needs for the near term. All prices on this bid shall be valid up to 120 days.

I. BID ITEMS

Item No	Description	Qty	Unit Cost	Extension
1.0	1 ½ Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		
1.1	2 Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		
1.2	3 Inch Ultrasonic Water Meters MFG: _____ Brand: _____ Place of Origin: _____ Date of Delivery: _____	25		

<p>1.3</p>	<p>4 Inch Ultrasonic Water Meters</p> <p>MFG: _____</p> <p>Brand: _____</p> <p>Place of Origin: _____</p> <p>Date of Delivery: _____</p>	<p>25</p>		
<p>1.4</p>	<p>6 Inch Ultrasonic Water Meters</p> <p>MFG: _____</p> <p>Brand: _____</p> <p>Place of Origin: _____</p> <p>Date of Delivery: _____</p>	<p>25</p>		
<p>1.5</p>	<p>8 Inch Ultrasonic Water Meters</p> <p>MFG: _____</p> <p>Brand: _____</p> <p>Place of Origin: _____</p> <p>Date of Delivery: _____</p>	<p>25</p>		
<p>1.6</p>	<p>10 Inch Ultrasonic Water Meters</p> <p>MFG: _____</p> <p>Brand: _____</p> <p>Place of Origin: _____</p> <p>Date of Delivery: _____</p>	<p>25</p>		

TECHNICAL SPECIFICATIONS ON ITEM 1.1 to 1.6

DESIGN and PERFORMANCE SPECIFICATIONS GWA Ultrasonic Water Meters Sizes 1.5” through 10”	COMPLY YES OR NO	COMMENTS <i>size, weight, type, etc.</i>
Meters shall use solid state technology in a totally encapsulated, waterproof housing. Meter and register may be a single unit, but there shall be no moving parts in the flow path. Removable register is preferred for larger sizes (indicate integrated or removable). All meters shall meet at a minimum AWWA C715 standards and the standards listed below.		
Meters and registers shall be compatible with the Landis +Gyr two-way RF enabled Pit Water Module and be provided with three wire output connectors. Landis + Gyr has a register compatibility document included with this IFB.		
Meters and registers shall be compatible with the manufacturer’s two-way RF enabled AMI endpoint.		
Meter register readings shall be compatible with the most current version of the manufacturer’s AMR meter reading software and analytics and related mobile data management software applications specific to the proposed AMR register and radio endpoint.		
Meters shall be lead free bronze, polymer, or stainless-steel construction per NSF/ANSI 61 specifications. Meter size, model, registration, and date of manufacture shall be printed on the register face. Serial numbers shall be stamped onto the register lid as well as the meter body. Meter casing shall include a stamped directional flow arrow. Meters sized 1.5” and larger are preferred to have NPT test port plugs on the meter outlet for onsite meter performance testing.		
All registers shall have at least 8 dials. 1.5" - 10" registers shall display at a minimum up to tens of millions of gallons. All registers shall read in U.S. gallons. Register measurement for 1.5” through 10” shall be to the 1 gallon. Meter shall update future ERT every 1 gallon or less. Register must clearly differentiate the billing read (1000 gals) and the raw read. Registers shall indicate a rollover or reset of dial indicator/alert.		
It is preferred that the Register lens be convex to avoid damage and collection of debris. It is preferred that the Register lens resist breakage and scoring under normal conditions. Register shall be permanently sealed to eliminate intrusion of moisture, dirt, and other contaminants. Register shall be suitable for installation in all environments, including meter pits subject to high temperatures and continuous submergence.		
All complete operating and parts manuals are to be furnished upon delivery at no additional cost to GWA. Manuals and		

DESIGN and PERFORMANCE SPECIFICATIONS GWA Ultrasonic Water Meters Sizes 1.5” through 10”	COMPLY YES OR NO	COMMENTS <i>size, weight, type, etc.</i>
other materials shall show all meter specifications and mechanical troubleshooting in paper and electronic media.		
Meter safe maximum operating capacity (SMOC) values by size shall be at minimum: 1-1/2” = 100 gpm 2” = 160 gpm 3” = 500 gpm 4” = 1000 gpm 6” = 1500 gpm 8” = 2500 gpm 10” = 5000 gpm		
Meters shall operate accurately at extended low flow rates at minimums shown below by meter size: 1-1/2” = 0.40 gpm 2” = 0.50 gpm 3” = 0.50 gpm 4” = 0.75 gpm 6” = 2.00 gpm 8” = 4.00 gpm 10” = 8.00 gpm		
Maximum head loss shall not exceed 5 psi at 100 gpm for 1 ½” and 2” meters. Maximum head loss shall not exceed 3.0 psi at 350 gpm for 3” meters and 3.7psi at 1000 gpm for 4” meters. Maximum head loss shall not exceed 6.5 psi at 1,600 gpm for 6” meters, 4.5 psi at 2,800 gpm and 2.9psi at 5,500 gpm for 10” meters.		
Meter register shall contain a programmable 8-digit LCD display with the following features: -non-removable or removable from meter (indicate which) -Meter shall update future ERT every 1 gallon or less -Consumption (to 1 gallon or less) -Battery life indicator -Rate of flow (gpm) -Reverse-flow indicator or detection -Leak indicator or detection (low flow) -Turnover/Rollover or reset indicator -High resolution ASCII encoder protocol		
Encoder registers for 1-1/2”, and 2” meters shall have a 5-foot three-wire in-line connector. Encoders for 3”, 4”, 6”, 8” and 10” meters shall have a minimum 5-foot three-wire in-line connector with the option for a 25-foot three-wire in-line connector. Connectors shall be waterproof.		
Serial numbers shall be stamped onto the register lid as well as the meter body. Sticker with serial number shall be placed on underside of register lid.		

DESIGN and PERFORMANCE SPECIFICATIONS GWA Ultrasonic Water Meters Sizes 1.5” through 10”	COMPLY YES OR NO	COMMENTS <i>size, weight, type, etc.</i>
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.		
Meters and registers shall be submersible in pit/vault environments and shall be waterproof and weatherproof.		
Any attaching bolts or screws shall be stainless steel, if applicable.		
Meters shall be maintenance free and contain no internal moving parts.		
The maximum operating pressure of the meter housing shall be at least 175 psi.		
The electronic register for 1 ½”, 2”, 3”, 4”, 6”, 8” and 10” meters shall have a 10-year battery life with reads still obtainable on-site in the event of the LCD screen failing or battery failure.		
Meters sized 1 ½” and 2” shall meet or exceed AWWA C715 new meter low, normal, and high flow new meter accuracy standards for a period of 10 years from date of shipment from manufacturer with no limit on cumulative flow through the meter. 3”, 4”, 6”, 8” and 10” meters shall meet or exceed AWWA C715 new meter low, normal, and high flow new meter accuracy standards for a period of 3 years from date of shipment from manufacturer with no limit on cumulative flow through the meter.		
All meters shall conform to the AWWA standards for the latest AWWA C715 Type 1 meters at minimum.		
Lay length requirements for meters are as follows, assuming continued use of existing meter boxes: 1-1/2” = 13 inches 2” = 17 inches 3” = 17 inches 4” = 20 inches 6” = 24 inches 8” = 20 inches 10” = 26 inches		

General Requirements:

Sample meters and registers of each size for which a bid is submitted may be requested by GWA to assure compatibility with existing GWA meter boxes and vaults.

Meter deliveries must include an inventory upload electronic file for the utility to upload serial and transmitter numbers into its meter inventory system via a format provided by GWA.

All technical specification sheets for each meter shall be included in the final response to the IFB. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.

Additional warranty requirements include meter housing-10 years, register-10 years.

INSPECTION, REGISTRATION AND TESTS:

The vendor shall be responsible for delivering all meters in a first-class condition. GWA will inspect and test each meter at the flows specified in the latest revision of the AWWA Manual M6 and any meter failing to register accurately according to these test specifications shall be rejected and returned to the vendor. Rejected meters shall be repaired or replaced by the vendor at no cost to GWA.

To cover costs of testing, a charge of \$25.00 will be made against the vendor and paid as reimbursement to GWA by the vendor for each meter failing to pass inspection or tests. The tests made by GWA will be final and binding. The vendor may observe any or all testing.

If more than 3% of any order placed fails to pass inspection and tests, GWA reserves the right to reject the entire order

Company Name: _____ Date: _____

Point of Contact (Print Name & Sign) _____

II. GENERAL TERMS AND CONDITIONS

A. AUTHORITY.

This Invitation for Bid is issued subject to all the provisions of the Guam Procurement Act and the Guam Procurement Regulations. The bid requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith. Failure on the part of any bidder to act in good faith shall serve as a basis for voiding a bid or shall constitute a material breach of any contract entered between GWA and any bidder which shall allow GWA to immediately terminate the contract.

B. EXPLANATION TO BIDDERS.

Except as otherwise provided herein, no oral explanation regarding the meaning of any provision of this Bid will be made and no oral instructions will be given before the award of the bid. Discrepancies, omissions, or doubts as to the meaning of any provision of this Bid shall be communicated in writing to the named individual of GWA.

C. QUESTIONS.

Only written comments or questions regarding this bid will be accepted. No oral representation made by any employee or agent of GWA shall bind GWA. All questions or requests for clarifications must be submitted no later than **May 5, 2025, at 10:00 a.m.** Any questions submitted after that date shall not be responded to except at the discretion of the GWA General Manager.

All questions regarding the bid must be submitted in writing and be delivered personally, via US mail, via express delivery or via fax and email directed to the following:

GWA Procurement Office
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, GU 96913
E-mail : psbids@guamwaterworks.org
Fax. No.: (671) 649-3750

Bids are to be submitted at the issuing offices not later than the time and date set for bid opening.

Bidders may submit their bid to:

Guam Waterworks Authority Procurement Section, located on the first floor of the Gloria B. Nelson Public Service Building.

D. METHOD OF AWARD.

GWA intends to review the bids immediately upon the opening of the bids as provided herein. The bids submitted will be the primary documents for evaluation. GWA reserves the right to waive any minor information or irregularity in bids received. GWA shall have the prerogative to award, amend or reject bids in whole or in part. GWA is not responsible for any and all costs incurred by any person or party incurred in preparing any bid. GWA

reserves the right to retain all bids submitted regardless of whether a firm is selected. Submission of a bid indicates acceptance of all terms and conditions by the bidder.

Please note that in the event a bid is submitted by a bona fide service-disabled veteran where the bidder is at least fifty-one percent (51%) owned by a service-disabled veteran and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest price bidder, GWA is required under 5 G.C.A. § 5011 to award the bid to the service-disabled owned business. A service-disabled veteran business must meet all of the following qualifications under 5 G.C.A. § 5012:

- i. the business concern is licensed to do business in Guam.
- ii. the business concern maintains its headquarters in Guam.
- iii. the business concern is at least fifty-one percent (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214 and certified by an award letter from the U.S. Department of Veterans Affairs.
- iv. the DD214 and Disability award letter from the U.S. Department of Veterans Affairs are submitted to the procuring entity for every service or supply offered; and,
- v. the service-disabled veteran(s) owner of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

Policy in Favor of Disabled Veteran Owned

Please note that in the event a bid is submitted by a bona-fide service-disabled veteran where the bidder is at least fifty-one percent (51%) owned by a service-disabled veteran and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest price bidder, GWA is required under 5 G.C.A. § 5011 to award the bid to the service-disabled owned business. A service-disabled veteran business must meet all the following qualifications under 5 G.C.A. § 5012:

- i. the business concern is licensed to do business in Guam.
- ii. The business concern maintains its headquarters in Guam.
- iii. the business concern is at least fifty-one percent (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions, and whose disability is service-connected as demonstrated by a DD214 and certified by an award letter from the U.S. Department of Veterans Affairs.
- iv. the DD214 and Disability award letter from the U.S. Department of Veterans Affairs are submitted to the procuring entity for every service or supply offered; and,
- v. the service-disabled veteran(s) owner of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

WOMEN-OWNED BUSINESSES: 5 Guam Code Annotated §5013.

§5013. Policy In Favor of Women-Owned Businesses.

- (a.) Notwithstanding any other provision of law, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service which is offered by a business concern that is at least fifty-one percent (51%) owned by women, that entity *shall* procure such supply or service from that business concern, if the supply or service is available within the period required by procuring entity and the price for the supply or service *does not* exceed one hundred five percent (105%) of the lowest bidder, and *shall* be in addition to any other procurement benefit the women-owned business may qualify for under Guam Law. The procuring entity shall determine the lowest price to the entity in the case of more than one (1) women-owned business, or a women-owned business and a service-disabled veteran-owned business, who are competing for the same government contract

- (b.) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of the Section if:
 - (1) the business concern is licensed to business in Guam.
 - (2) the business concern maintains its headquarters in Guam.
 - (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions.
 - (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and
 - (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years

E. DESCRIPTIVE LITERATURE / (BROCHURES).

Descriptive literature (s) as specified in this solicitation must be furnished as part of the bid and must be received at the date and time set for opening bids. The literature furnished must clearly identify the item (s) in the bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product (s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of the manufacturer, construction, assembly or other characteristics which are considered appropriate. Rejection of the bid will be required if the descriptive literature (s) do not show that the product (s) offered to confirm (s) the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the solicitation will require rejection of the bid.

F. REJECTION.

GWA has the right to reject all bids or offers which have been submitted in response to this Bid, at any time, including after delivery if goods are determined to be non-conforming, if GWA determines such to be in the best interest of GWA. All bids and contractual obligations are subject to the availability of funding.

G. TAXES.

Bidders are cautioned that they may be subject to Guam Business Privilege Taxes, including Gross Receipt Tax and Guam Income Taxes on Guam transactions. GWA shall not be responsible for paying any taxes owed by any vendor. Specific information of taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

H. LICENSING.

Bidders are cautioned that GWA will not consider for award any bid offer submitted by a bidder who has not complied with Guam Licensing Laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

I. COVENANT AGAINST CONTINGENT FEES.

The bidder warrants that it has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give GWA the right to terminate the contract, or in its discretion, deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the bidder upon contracts or sales secure or made through bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business.

J. JUSTIFICATION OF DELAY.

The bidder who is awarded the bid guarantees that performance will be completed within the agreed upon completion date. If, however, the selected bidder cannot comply with the completion requirement, it is the selected bidder's responsibility to advise GWA in writing explaining the cause and reasons for the delay.

K. DISCLOSURE OF MAJOR SHAREHOLDERS.

As a condition of bidder, any partnership, sole proprietorship or corporation doing business with GWA shall submit an affidavit executed under oath that list the name address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation, which have held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. A bid from any firm that has a person on the list ten percent (10%) or more affidavit that is a member of the CCU or a GWA or Guam Power Authority officer that reports directly to the Board will not be evaluated and will be rejected. The affidavit shall be open and available to the public for inspection and copying.

L. EQUAL EMPLOYMENT OPPORTUNITY.

Section 3.01(1) of Presidential Executive Order No. 10935 dated March 7, 1965, that was adopted on Guam, requires that the bidder not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The bidder will

take whatever steps are necessary to ensure that its employees are treated equally during employment without regard to their race, creed, color or national origin.

M. DETERMINATION OF RESPONSIBILITY OF OFFERORS.

GWA reserves the right to secure information necessary to assess the competency and qualifications of the bidder, in accordance with the “Standard for Determining Whether Bidder is Qualified” section of the General Terms and Conditions. The competency of bidders includes but is not limited to testing of goods and/or services provided by the bidder.

N. STANDARD FOR DETERMINING WHETHER BIDDER IS QUALIFIED.

In determining whether a bidder is qualified, GWA shall be guided by the following:

1. the ability, capacity, and skill of the bidder to perform (i.e., is bidder qualified).
2. whether GWA believes that the bidder can perform promptly or within the specified time.
3. the character, integrity, reputation, judgment experience, and efficiency of the bidder.
4. the sufficiency of the financial resources and ability of the bidder to perform.
5. whether the bidder has submitted all documents required under this Bid; and
6. whether the bidder can meet the terms and conditions of the Bid.

O. PRE-BID CONFERENCES.

The deadline for bidders to request a pre-bid conference is **Monday, May 5, 2025, at 10:00 a.m.** Pre-bid conferences may be held at any time prior to the date established herein for the submission of bids to explain the procurement requirements for this Bid. GWA will notify all bidders of any substantive clarification provided in response to any inquiry. GWA may extend the due date if such information significantly amends the solicitation or makes compliance with the original proposed due date impractical.

P. BIDS.

The Bidder is required to read each page of the bid and by the act of submitting a bid shall be deemed to have accepted all conditions contained therein except as noted elsewhere in the bid. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a bid after opening. Bids shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a bid must be explained or noted with the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the bid or irregularities of any kind may be rejected by GWA in whole or in part.

Q. COMPETENCY OF BIDDERS.

Bids will be considered only from such bidders who, in the sole opinion of GWA, can show evidence of their ability, experience, equipment, and facilities to render satisfactory performance of the terms and conditions herein (see item “N” above for standards). GWA reserves the right to take all reasonable steps to determine the competency of bidders, including asking questions, testing or any other act deemed prudent by GWA based on the circumstances.

R. REQUEST FOR BID FORMS.

Each bidder will receive one bid packet for \$15.00, but the fee is waived if the packet is downloaded from GWA's website (www.guamwaterworks.org). Payment can be made by cash, certified check, credit card, or money order, payable to GWA. To ensure receiving updates, bidders should register with GWA Procurement on the first floor of the Gloria B. Nelson Public Service Building, or by calling 300-6027/6028. Failure to register could result in missed communications, and GWA is not liable for vendors' failure to provide complete and accurate contact information.

S. BID ENVELOPE.

Bid envelopes shall be sealed and marked with the bidder's name and GWA's Invitation for Bid Number.

T. FORM OF BID.

The bidder is required to submit one original hard copy, two additional hard copies, and one electronic copy of the bid. The original must be signed in ink by an authorized representative. All submissions, including brochures, must be entirely in English.

The electronic copy of the bid shall be submitted on USB Drive. All documents shall be in ".pdf" format. Electronic bids shall constitute an exact replica of the original hard copy of the bid that is being submitted.

Bidders may declare portions of their bid as confidential. Material so designated shall accompany the bid and shall be readily separated from the bid to facilitate public inspection of the non-confidential portion of the bid. However, prices and makes and models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

GWA may review the material declared to be confidential to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, GWA shall inform the bidders in writing what portions of the bids will be disclosed. All bids shall be opened to public inspections subject to any continuing prohibition on confidential data.

U. MODIFICATION / ALTERATION.

After the opening of bids, GWA or its designee(s) may conduct discussions with bidders that have submitted valid bids for the purpose of clarification to provide GWA with a full understanding as to the responsiveness and capabilities of the proposed bidder in meeting the requirements of the bid. In conducting discussions there shall be complete confidentiality of any information derived from bids submitted by competing bidders.

V. MODIFICATION OR WITHDRAWAL OF BIDS.

Bids may be modified or withdrawn at any time prior to submission, as otherwise provided herein or by the Guam Procurement Code.

W. CONTACT FOR CONTRACT NEGOTIATION.

All vendors are required to designate a person whom GWA may contact for prompt negotiation.

NAME: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____

X. AWARD OF CONTRACT AND NEGOTIATION (IF APPLICABLE).

The lowest responsible bidder may be required to enter into a contract with GWA on terms and conditions acceptable to GWA. If the services are to be secured via Purchase Order, the bidder must still comply with all applicable laws, bid requirements, and directives from GWA regardless of whether or formal “contract” has been issued.

The bidder who submits the lowest responsible bid for the required services or supplies may be required to enter a contract within twenty (20) days following the Bidder’s receipt of the Notice of Award of Bid. Contract negotiations will be directed toward: (1) making certain that the bidder has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; and (2) determining that the bidder will make available the necessary personnel and facilities to perform the services within the required time. Bidders will be required to always follow all laws applicable to this bid and the Bidder is responsible for ascertaining what laws are applicable to this bid.

Y. NOTICE OF AWARD.

Written notice of award will be public information and made a part of the procurement file.

Z. CERTIFICATION AGAINST THE EMPLOYMENT OF CONVICTED SEX OFFENDERS.

All vendors must complete and fill out a Certification Against the Employment of Convicted Sex Offenders.

AA. TERMINATION OF BID.

After opening, but prior to award, GWA may terminate the bid in whole, or in part if:

1. It is in the best interest of GWA to do so.
2. The goods or services being sought are no longer required.
3. Bid amounts exceed available funding.
4. No bidder is qualified.

BB. LOCAL PROCUREMENT PREFERENCE.

All procurement of supplies and services where possible, will be made from among businesses licensed to do business in Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.

Procurement of supplies and services from off Guam may be made if no business for such supplies or services may be found on Guam or if the total cost F.O.B. job site, unloaded, of procurement from off island is no greater than eighty-five percent (85%) of the total cost F.O.B. job site, unloaded, of the same supplies or services when procured from a business

licensed to do business on Guam that maintains an office or other facility on Guam and that is one of the above-designated businesses entitled to preference.

CC. DEBARMENT TERMS AND CONDITIONS.

All offerors and bidders should be cautioned to comply with 5GCA Chapter 5, Article 9, subsection §5426 and FAR 9.400-9.409 to communicate that GWA will not issue an award, Purchase Order, or enter into a contract with any supplier(s) or contractor(s) on the grounds of suspension or debarment under the IFB or RFP.

III. SPECIAL CONDITIONS

- A. These specifications have been written to describe the minimum requirements to be supplied by the vendor bidding.
- B. GWA hereby notifies vendors that a reasonable test may be conducted upon delivery and prior to acceptance, which may include, but is not limited to testing the goods to be provided under this Bid for quality, manufacturing defects, other irregularities and for compliance with these specifications. GWA also reserves the right to have any goods provided hereunder tested by an independent firm to ensure quality and compliance with requirements set forth in this bid. GWA also reserves the right to have the manufacturing process inspected for all goods provided hereunder.
- C. The Guam Waterworks Authority reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid as deemed to be the best interest to GWA.
- D. The successful bidder may be required to enter into a written contract on terms and conditions acceptable to GWA.
- E. As required under Guam law, GWA reserves the right to cancel this bid if it is in the best interest of GWA to do so.
- F. Bidders are also advised to use and fill out all forms attached to this Bid, including but not limited to the Affidavit of Non-Collusion, Certification Regarding Hiring Convicted Sex Offenders, Bid Bond, and any other form required to complete their bid.
- G. Bidders are reminded that submission of a bid constitutes an acknowledgement that they have read and understood all bid terms and agree to be bound by such and that failure to read the bid shall not excuse performance or otherwise give rise to any claim by bidder, including mistake, neglect or for any other reason.
- H. IF APPLICABLE TO THIS BID, “All or None Bids” by classification of bid item is being used to ensure that GWA will only be dealing with one vendor for a particular class of goods to lower administrative costs and to ensure that warranties are dealt with efficiently. Unless otherwise allowed under this Solicitation, failure to submit an “all or none” bid may be deemed to be non-responsive. If the bid is so limited, the Guam Waterworks Authority may reject part of such proposal and award on the remainder.

IV. SPECIAL TERMS AND CONDITIONS

Note, these special terms and conditions apply if GWA uses a purchase order. However, in the event a formal contract is entered into, the terms of the Contract shall control in the event of a conflict between these terms and conditions and the contract.

A. GENERAL COMPLIANCE WITH LAWS.

The Bidder agrees that they shall comply with all Federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder. Bidder shall attach a copy of appropriate business license, or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption). The bidder agrees that they have and will continue to familiarize themselves with the requirements of all laws and rules applicable to this procurement. Failure on the part of the bidder to familiarize themselves with the law and rules shall not excuse Bidder in any way.

B. ACCESS TO RECORDS AND OTHER REVIEW.

The bidder, including his subcontractors, if any, shall maintain copies of all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Guam Waterworks Authority. All originals of any documents related to this Contract shall be provided to GWA as soon as possible, but not later than one day prior to the conclusion of this Agreement. Each subcontract entered into by Bidder pursuant to this agreement shall include a provision containing the conditions of this Section.

C. OWNERSHIP OF DOCUMENTS.

All briefs, memoranda and other incidental Bidder work or materials furnished hereunder shall be and remain the property of GWA including all publication rights and copyright interests and may be used by GWA without any additional cost to GWA.

D. INDEMNITY.

Bidder agrees to save and hold harmless the CCU, GWA, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage to the extent arising or growing out of the negligent acts or omissions of the Bidder, Bidder's officers, agents (including subcontractors), servants or employees under this agreement.

E. CHANGES.

By written order, at any time, and without notice to bidder's surety, GWA may, subject to all appropriate adjustments, make changes within the general scope of work of this Contract in any one or more of the following:

1. Drawings, designs or specifications, if the supplies or services to be furnished are to be specifically manufactured for GWA in accordance therewith.

2. Method of shipping or packing; or
3. Place of delivery.

If any such change order increases or decreases the bidder's cost of, or the time required for performance of any part of the work under this contract, whether changed by the order, an adjustment shall be made, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

Failure of the parties to agree to an adjustment shall not excuse the bidder from proceeding with the Contract as changed, provided that GWA promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the bidder shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

Within thirty (30) days after receipt of a written change order, unless such period is extended by GWA in writing, the Bidder shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Bidder's claim unless GWA is prejudiced by the delay in notification. No claim by the Bidder for an adjustment hereunder shall be allowed if notice is not given prior to final payment given under this bid.

In the absence of such a change order, nothing in this clause shall be deemed to restrict the bidder's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled "Claims Based on Acts or Omissions by GWA" of this Contract.

F. TERMINATION.

TERMINATION FOR DEFAULT:

- (1). Default. If the Bidder 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, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract as determined by GWA, then GWA may notify the Bidder in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by GWA. GWA may terminate the Bidder's right to proceed with 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 GWA may procure similar services in a manner and upon terms deemed appropriate by GWA. The Bidder shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.
- (2). Bidder's Duties. Notwithstanding termination of the contract and subject to any directions from GWA, the Bidder shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Bidder in which GWA has an interest.
- (3). Compensation. Payment for completed services delivered and accepted by

GWA shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Bidder and GWA; if the parties fail to agree, GWA shall set an amount subject to the Bidder's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. GWA may withhold from amounts due the Bidder such sums as GWA deems to be necessary to protect GWA against loss because of outstanding liens or claims of former lien holders and to reimburse GWA for the excess costs incurred in procuring similar goods and services.

- (4). Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractor(s) of Bidder, the Bidder 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 Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified GWA within fifteen (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 the government of Guam and 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 or to make progress due to such causes like those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the sub-contractor were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the sub-contractor to perform for reasons other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time. Upon request of the Bidder, GWA shall ascertain the facts and extent of such failure, and, if GWA 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 Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of GWA and the government of Guam under the laws of Guam.
- (5). Erroneous Termination for Default. If, after notice of termination of the Bidder's right to proceed under the provisions of this clause, it is determined for any reason that the Bidder 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 be the same as if the notice of termination had been issued pursuant to Subsection C, below.
- (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.

TERMINATION FOR CONVENIENCE:

- (1). Termination. GWA may, when the interest of GWA so requires, terminate this contract in whole or in part, for the convenience of GWA. GWA shall give written notice of the termination to the Bidder specifying the part of the contract terminated and when termination becomes effective.

- (2). Bidder's Obligations. The Bidder shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Bidder to assign the Bidder's right, title, and interest under terminated orders or subcontracts to GWA. The Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (3). Right to Work Product. Upon termination of the contract for the convenience of GWA or for any other reason, Bidder shall transfer title and deliver to GWA all documents and reports, plans, drawings, information and other material produced by Bidder or any of its sub-contractors in connection with the performance of this contract. The Bidder shall protect and preserve property in its possession or in the possession of any of its subcontractors in which GWA has an interest.
- (4). Compensation.
 - (a). The Bidder shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by 2 G.A.R. § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Bidder fails to file a termination claim within one (1) year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
 - (b). GWA and the Bidder may agree to a settlement provided the Bidder has filed a termination claim supported by cost or pricing data to the extent required by 2 G.A.R. § 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 GWA and the contract price of the work not terminated.
 - (c). Absent complete agreement under Subparagraph 4(b) of this Section, GWA shall pay the Bidder the following amounts, provided payments that are agreed upon under Subparagraph 4(b) shall not duplicate payments under this Subparagraph:
 - (i). contract prices for 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 Bidder 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 Subparagraph (b) of this clause.
 - (iv). the reasonable settlement costs of the Bidder including accounting,

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 hereunder, 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. Attorney's fees, if for any reason it files suit against the government must be paid by the Bidder. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the number 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.

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

G. SEVERABLE PROVISIONS.

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions. The terms of this Contract shall control in the event of any conflict between this Contract and any other document incorporated or referenced herein.

H. GOVERNING LAW AND VENUE.

The validity of any agreement entered into under this bid and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in either the Guam Superior Court or the Guam District Court if applicable.

I. EFFECTIVE DATE OF AGREEMENT.

Any agreement under this Bid shall take effect upon the date said agreement is signed by the GWA General Manger (who shall sign last). Agreements under this provision include Purchase Orders in the absence of a formal written contract.

J. GOVERNMENT NOT LIABLE.

1. GWA, its officers, agents, employees and governing board assumes no Liability for any accident or injury that may occur to the bidder, bidder's agents, employees, or to bidder's property while on the job or otherwise en route to or from the job during any travel required by the terms of this agreement.
2. GWA, its officers, agents, employees and governing board shall not be liable to bidder for any work performed by the bidder prior to the written and signed approval of this Contract by the General Manager for GWA and by submitting a bid, the bidder expressly waives any and all claims for

service performed in expectation of this agreement prior to its signature of the General Manager.

K. ASSIGNMENT.

An assignment of any portion of the performance required under this Bid is not valid unless written approval is first obtained from GWA. Requests for approval of the right to assign any portion of the contract or obligation, if awarded, must be made in writing and submitted with the bid. No other requests for assignment will be accepted.

L. LIQUIDATED DAMAGES.

By submitting a bid, the Bidder agrees to commence work on the date to be specified in a written "Notice to Proceed" from GWA and to fully complete the project within the allotted time thereafter. If the Bidder fails to complete the work called for in the bid, fails to provide the goods or services in the allotted time, then Bidder shall pay to GWA 1/4 of 1% of the total bid price per day as liquidated damages for the non-performance as specified by the Guam Code Annotated. The liquidated damages herein are not a penalty, but rather a reasonable estimate by GWA of the loss it would suffer because of non-performance.

M. CONTRACT DOCUMENTS.

It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidence and constitute the Contract between the parties, hereto, and they are as fully a part of any Agreement resulting from this bid as if they were set out verbatim and in full therein, and are designated as follows:

- a. Invitation to Bid
- b. Instructions to Bidders
- c. Bid
- d. Non-Collusion Affidavit
- e. Certification of Non-Employment of Convicted Sexual Offenders
- f. Special Provision for Ownership Disclosure Affidavit
- g. Ownership & Interest Disclosure Affidavit
- h. Bid and Performance Bond for Goods and Services
- i. Wage and Benefit Determination
- j. Non-Gratuity or Kickback Affidavit
- k. Ethical Standards Affidavit
- l. Good Standing Affidavit
- m. Special Provisions
- n. Technical Specifications
- o. Plans (if any)
- p. Addenda/Amendments
- q. Answers to Questions (if GWA determines they are applicable).

N. DISPUTES.

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this bid shall be decided by the GWA General Manager whose decision shall be final and conclusive upon the parties thereto. In the meantime, the bidder shall diligently proceed with the work as directed. However, the final decision of the GWA General Manager is appealable to the Guam Public Auditor as provided under 5 G.C.A. § 5427(e).

O. CONTRACT ISSUED UNDER THIS BID IS BINDING.

It is agreed that any contract under this bid and all the Covenants hereof shall insure to the benefit of and binding upon GWA and the bidder respectively and his parties, successors, assignees and legal representative. Neither GWA nor the Bidder shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by the contract, or the land upon which the same is situated.

P. BIDDER'S RESPONSIBILITIES.

The Bidder shall be responsible for the quality and workmanship of all services and materials furnished under this contract. The Bidder shall, without additional cost to GWA, correct or revise all errors or deficiencies in his/her products or work.

GWA's review, approval, acceptance of, and payment for goods, fee, or for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Bidder's failure of performance of this contract and the Bidder shall be and remain liable to the GWA for all costs of any kind which may be incurred by GWA as a result of the Bidder's negligent or erroneous performance of any of the services performed under this Bid. GWA shall continue to remain liable for its own negligent acts and those of its employees and its failure to perform as provided under this agreement.

Q. SCOPE OF AGREEMENT.

Any Agreement issued under this bid and signed by the GWA General Manager (formal contract or Purchase Order) supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Bidder by GWA and contains all of the covenants and terms between the parties with respect to such this project. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the General Manager for the Guam Waterworks Authority (or his designee) is the only signature that will bind GWA.

R. CHANGE ORDERS.

By written order, at any time, and without notice to Bidder's surety, GWA may, subject to all appropriate adjustments, make changes within the general scope of work of this Contract in any one or more of the following:

1. Drawings, designs or specifications, if the supplies or services to be furnished are to be specifically manufactured for GWA in accordance therewith.
2. Method of shipping or packing; or
3. Place of delivery.

If any such change order increases or decreases the Bidder's cost of, or the time required for performance of any part of the work under this contract, whether changed by the order, an adjustment shall be made, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

Failure of the parties to agree to an adjustment shall not excuse the Bidder from proceeding with the Contract as changed, provided that GWA promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

Within thirty (30) days after receipt of a written change order, unless such period is extended by GWA in writing, the Bidder shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Bidder's claim unless GWA is prejudiced by the delay in notification. No claim by the Bidder for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Contract.

In the absence of such a change order, nothing in this clause shall be deemed to restrict the Bidder's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled "Claims Based on Acts or Omissions by GWA" of this Contract.

S. STOP WORK ORDERS.

GWA may by written order to the Bidder, at any time, and without notice to any surety, require the Bidder to stop all or any part of the work called for in the Contract. This order shall be for a specified period not exceeding ninety (90) days after the order is received by the Bidder, unless the parties agree to any longer period. Upon receipt of the order, the Bidder shall comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties have agreed, GWA shall either cancel the work order or terminate the work covered by the order as provided under the Termination for Default or Termination for Convenience Clauses contained in this contract.

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, if the period of the order or any extension thereof expires, the Bidder shall have the right to resume work. An appropriate adjustment shall be made to the delivery schedule or Bidder only if: (a) the stop work order results in an increase in the time required for performance or the Bidder's cost; and (b) if the Bidder asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if GWA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract. If a stop work order is not cancelled and the work covered by the order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed pursuant to the price adjustment clause of this Contract.

T. CLAIMS BASED ON ACTS OR OMISSIONS BY GWA.

If any action or omission on the part of GWA requiring performance changes within the scope of the contract constitutes the basis for a claim by the Bidder for additional compensation, damages, or an extension of time for completion, the Bidder shall continue with performance of the contract in compliance with the directions or orders of GWA, but by so doing, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (a). the Bidder shall have given written notice to GWA:
 - (i). prior to the commencement of the work involved, if at that time the Bidder knows of the occurrence of such action or omission.
 - (ii). within thirty (30) days after the Bidder knows of the occurrence of such action or omission, if the Bidder did not have such knowledge prior to the commencement of the work; or
 - (iii). (iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the Bidder regards the act or omission as a reason which may entitle the Bidder to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

- (b). the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the Bidder believes that additional compensation, damages, or an extension of time may be remedies to which the Bidder is entitled; and
- (c). the Bidder maintains and, upon request, makes available to the Procurement Officer within a reasonable time detailed records, to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

Nothing herein contained, however, shall excuse the Bidder from compliance with any rules of law precluding any GWA official or its Bidders from acting in collusion or bad faith in issuing or performing change orders which are clearly not

within the scope of the contract.

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

U. PRICE ADJUSTMENT CLAUSE.

Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:

- (a). by agreement on a fixed price adjustment before the commencement of the pertinent performance or as soon thereafter as practicable.
- (b). by unit prices specified in the contract or subsequently agreed upon.
- (c). by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon.
- (d). in such other manner as the parties may mutually agree; or
- (e). in the absence of an agreement between the parties, by a unilateral determination by the GWA General Manager of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the GWA General Manager in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions under Title 5, Chapter 5 of the Guam Code Annotated (Legal and Contractual Remedies).

For any request for a price adjustment, the contractor shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations.

V. SPECIAL PROVISIONS

1. Bid and Performance Bond Requirements:

All bidders are required to submit bid security in the amount of **15%** of their total bid amount under the “**Base Bid**” which must also indicate that the security is not only for a bid bond but also for performance under this Bid as required by 5 G.C.A. 5312. Failure to submit a proper bid bond will cause the bid to be rejected.

As required by law, the bid security shall not be released upon award of the bid, but instead shall continue in full force and effect until after delivery of the supplies or services required by the contract awarded to the Bidder under the associated Invitation for Bid is completed to secure the faithful performance under this Bid (**e.g., until the warranty period has ended as any warranty is a service provided in conjunction with the delivery of goods**).

THE BID/PERFORMANCE GUARANTEE MAY BE IN THE FORM OF:

- a. Cashier’s Check or Certified Check
- b. Letter of Credit
- c. Surety Bond – Valid only if accompanied by:
 - (i). Current Certificate of Authority.
 - (ii). Power of Attorney issued by the Surety to the Resident General Agent.

- (iii). Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf

2. Performance Bond: see Section 1 above.

3. Failure To Submit Required Documentation.

Failure by Bidder to submit the required information or data will be caused to declare the bidder as non-compliant with the bid. Any declaration of non-compliance shall be at the sole discretion of the General Manager of the Guam Waterworks Authority.

4. Shipping and Cost:

All goods shall be delivered to GWA Supply Warehouse, and the Bidder shall be responsible for all costs, insurance, and freight (“CIF”) until delivered to GWA. The Guam Waterworks Authority's main business address (compound) is 578 North Marine Corps Drive, Tamuning, Guam.

5. Material Stock: (Not Applicable to this bid.)

The contractor is required to maintain a local stock of 50% of the bid quantity to ensure sufficient availability to meet GWA’s needs upon request.

6. Delivery:

The vendor will be responsible for all costs and all risks associated with the provision of these goods until delivery is made and the items are formally accepted by GWA. All goods shall be delivered to Guam Waterworks Authority at GWA’s warehouse in Tamuning, Guam. Delivery is required within 90 days from the purchase order date unless otherwise specified.

If delivery within 90 days cannot be met, requests for additional time must be submitted before confirming and accepting GWA orders. Such requests will be reviewed on a case-by-case basis and only considered with substantive proof that the delay was not the vendor’s fault. GWA may require supporting documents, such as correspondence between the vendor and distributor, to verify the circumstances.

7. Warranty.

The successful bidder shall warrant that all goods and services to be provided hereunder are fit for the intended purposes stated in this Bid, are manufactured in the **United States**, and meet the standards set forth in this Bid. The bidder shall also warrant all goods and services provided under this Bid to be free from manufacturer’s defects for a period of not less than 1 year after GWA receipt of goods unless the manufacturer provides for a longer standard warranty, in which case, the longer term shall apply. All vendors shall provide a copy to GWA of the manufacturer’s warranty with their bid. The warranty shall require the vendor to bear all costs to provide replacement goods within a reasonable period.

GWA may in certain limited circumstances, such as where GWA’s ability to provide service to its customers is a risk or has already been impacted, require a replacement be provided within twelve 12 hours or less after notice of such need has been provided to the vendor.

In addition, the successful bidder will handle all warranty issues arising out of this agreement and shall act as the warranty administrator for the duration of any warranty provided under this Bid. Thus, if the vendor is not the manufacturer of the products provided under this Bid, GWA will not be required by the bidder to contact any manufacturer directly unless the bidder is the manufacturer of all goods provided hereunder and the bidder shall be responsible for picking up warranted goods from GWA's Tamuning warehouse. The vendor shall be responsible for paying all costs, including freight and insurance for all goods to be returned and to replace all warranted items.

In the event of any dispute as to whether a failure was related to a warranted defect, GWA may elect to have the goods inspected by a third party of its choice experienced with evaluating said goods. If the third party determines that such goods should be covered by a warranty, the vendor shall pay for the services of the third-party examination, if however, the examiner determines that the goods are not covered by a warranty, GWA shall pay for the third-party evaluation. GWA and the vendor agree to act in good faith and engage in fair dealing when administering this provision.

8. Contract Term: (Not applicable to this bid)

GWA and the lowest responsible bidder may enter into a contract (which may be in the form of a Purchase Order) on terms acceptable to GWA which shall commence upon the vendor's acknowledged receipt of a Notice to Proceed from GWA. The initial term of the contract is one (1) year. Subject to the availability of funds.

9. Amendments:

Amendments to this bid may be made by GWA in writing to all persons who have purchased a bid packet or downloaded at GWA website free of charge and may be transmitted to potential bidders via e-mail, fax, first class mail, certified mail, or via hand delivery

These specifications were approved and/or prepared by Miguel C. Bordallo, P.E General Manager, and hereby constitute the findings and determinations of the General Manager.

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**SPECIAL PROVISION
FOR
OWNERSHIP DISCLOSURE AFFIDAVIT**

All Bidders/Offerors are required to submit a current affidavit as required below. Failure to do so will mean disqualification and rejection of the Bid/RFP.

**5 GCA §5233 (Title 5, Section 5233) states:
Disclosure of Ownership, Financial, and Conflicts of Interest**

(a) Purpose. The disclosure required by this Section are intended to reveal information bearing on the responsibility of a bidder and can be obtained by an inquiry regarding responsibility prior to award.

(b) Definitions.

As used herein, the term “person” shall be interpreted liberally to include the definition found in 1 GCA § 715, and in § 5030(n) of this Chapter, and includes a natural person as well as every entity of whatever form or composition (an “artificial person”) recognized under the laws of Guam other than a natural person, who is a prospective contractor under a bid, offer, proposal, or other response to a solicitation, or is a contractor under a contract with the government of Guam, and subject to the provisions of this Chapter.

(c) Public Disclosure of Ownership.

(1) The ownership interests to be disclosed under this Section include the interests of a natural or artificial person who owns all or any part of a prospective contractor, bidder, or offeror, whether as proprietor, a partner, limited or otherwise, a shareholder of any class, in which case the percentage ownership interest test shall be based on each class, a member of an association or company, limited or otherwise, and any person owning a beneficial legal interest in any trust, and any other person having the power to control the performance of the contract or the prospective contractor.

(2) Prior to award, every person who is a prospective contractor, bidder, or offeror of a contract to be acquired under any method of source selection authorized by this Chapter shall submit a Disclosure Statement, executed as an affidavit under oath, disclosing the name of each person who currently or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten percent (10%) at any time during the twelve (12) month period immediately preceding the date of the solicitation (the “relevant disclosure period”). If a prospective contractor, bidder, or offeror is an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such artificial person (a “second tier owner”) greater than twenty-five percent (25%) at any time during the relevant disclosure period. If any such second tier owner is also an artificial person, the Disclosure Statement shall disclose the name of each person who has owned an ownership interest in such second-tier owner (a “third tier owner”) of forty-nine percent (49%) or more during the relevant disclosure period. If the name of no natural person has been identified as an owner, or a second or third tier owner of the prospective contractor, bidder, or offeror, the Disclosure Statement shall identify the name, position, address, and contact information of the natural person having the authority and responsibility for the performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.

- (d) Disclosure of Financial Interest. A prospective contractor shall execute an affidavit disclosing the name of any person who has received or is entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the solicitation by means of a Disclosure Statement, executed as an affidavit under oath, disclosing such interest and shall also contain the amounts of any such commission, gratuity, contingent fee or other compensation.
- (e) Disclosure of Conflict of Interest. A prospective contractor shall disclose the name of any person who directly or indirectly participates in any solicitation if such person is also an employee of the government of Guam, or of the government of the United States if federal funds are used in payment of the contract.
- (f) Every disclosure of an ownership or financial interest of any person required to be identified by this Section shall name the person required to be disclosed and the street address of their principal place of business. All information disclosed or meant to be disclosed under this Section is public procurement data and shall be kept as part of the public record of each procurement.
- (g) Continuing Duty of Disclosure. Notwithstanding any other provision of this Chapter, the duty to disclose the information required under this Section shall be, upon award a continuing duty of a contractor of every contract subject to this Chapter, and all such information shall become part of the procurement record required by § 5249 of this Chapter. Throughout the term of a contract subject to the terms of this Chapter, the contractor shall promptly make any disclosures not made previously and update changes in the identities or other required information, interests, or conflicts of the persons required to be disclosed herein. Failure to comply with this Section shall constitute a material breach of contract.”

Section 2. Severability. If any provision of this Act or its application to any person or circumstance is found to be invalid or contrary to law, such invalidity shall not affect other provisions or applications of this Act that can be given effect without the invalid provision or application, and to this end the provisions of this Act are severable.

- 1. If the affidavit is a copy, indicate the BID/RFP number and where it is filed.**
- 2. Affidavits must be signed within 60 days of the date the bids or proposals are due.**

OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)

HAGATNA, GUAM)
)ss:
)

I, undersigned, _____, being first duly sworn, deposes and says: (partner or officer of the company, etc.)

1. That the name of each person who owns or has owned an ownership interest in the prospective contractor, bidder, or offeror greater than ten (10%) at any time during the twelve (12) month period immediately preceding the date of this solicitation are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total percentage of shares:		_____

2. That for any owners listed Section 1 who are artificial persons, the name of each person who owns or has owned an interest in such artificial person (a "second-tier owner") greater than twenty-five percent (25%) at any time during the relevant disclosure period are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total percentage of shares:		_____

3. That for any owners listed Section 2 who are artificial persons, the name of each person who has owned an ownership interest in such second-tier owner (a "third-tier owner") of forty-nine percent (49%) or more during the relevant disclosure period are as follows:

<u>Name</u>	<u>Street Address (Principal Place of Business)</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total percentage of shares:		_____

4. That if no natural person has been identified as an owner in Section 1-3 above, the natural person having the authority and responsibility for the performance of the prospective contract:

<u>Name & Position</u>	<u>Street Address (Principal Place of Business)</u>	<u>Contact Information</u>
_____	_____	_____
_____	_____	_____

The natural person having the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract:

<u>Name & Position</u>	<u>Street Address (Principal Place of Business)</u>	<u>Contact Information</u>
_____	_____	_____

5. Persons who have received or are entitled a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the Bid/RFP for which this Affidavit is submitted are as follows:

<u>Name</u>	<u>Address</u>	<u>Amount of Commission, Gratuity, or other Compensation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Persons who directly or indirectly participated in this solicitation, if government of Guam employees (or government of the United States employees, if federal funds are used in payment of the contract):

<u>Name & Position</u>	<u>Street Address (Principal Place of Business)</u>	<u>Contact Information</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Further, affiant sayeth naught.

Date: _____

Signature of individual if bidder/offeror is a sole Proprietorship; Partner, if the bidder/offeror is a Partnership Officer, if the bidder/offeror is a corporation.

Subscribe and sworn to before me this _____ day of _____, 20_____.

Notary Public _____

In and for the Territory of Guam

My Commission expires _____.

NON-COLLUSION AFFIDAVIT

Guam)
)ss:
Tamuning)

I, _____ first being duly sworn, depose and say:
(Name of Declarant)

1. That I am the _____ of _____.
(Title) (Name of Company or Person Bidding/RFP)

2. That in making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder/offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM WATERWORKS AUTHORITY or any person interested in the proposed contract; and

3. That all statements in said proposal or bid are true.

4. This affidavit is made in compliance with 2 G.A.R. § 3126(b).

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 202__, before me, a Notary Public in and for Guam, personally appeared _____, known to me to be the authorized representative of _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of _____, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

) Seal (
Notary Public

CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, if a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on the government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

I, _____ being a duly authorized representative acknowledge the
(print name)
directive as described above and ensure the Bid Proposal as submitted addresses the directive.

(Company Name)

(Title)

(Signature)

(Date)

WAGE AND BENEFIT DETERMINATION

Bid or RFP No.: _____ Name of Offeror: _____

I, _____ hereby **certify under penalty of perjury as follows:**

(1) That I am _____ [*please select one: the offeror, a partner of the offeror, an officer of the offeror*] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 below and that I will ensure that I and my subcontractors will comply with said provisions which read as follows:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation (“Contractor”) for the provision of a service to the government of Guam, and in such cases where the Contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the Contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a Contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror and its subcontractors are now or will be prior to beginning performance and throughout the contract term, in full compliance with 5 GCA § 5801 and § 5802.

(4) That I have attached the most recent wage and benefit determinations applicable to Guam issued by the U.S. Department of Labor and that I will ensure all of my employees, and the employees of my subcontractors will be provided a minimum of ten (10) paid holidays per annum.

Signature Date

NON-GRATUITY or KICKBACKS AFFIDAVIT

Guam)
)ss:
Tamuning)

I, _____ first being duly sworn, depose and say:
(Name of Declarant)

1. That I am the _____ of _____.
(Title) (Name of Company or Person Bidding/Proposer)
2. To the best of my knowledge, neither I, nor any of Proposer’s officers, representatives, agents, subcontractors, or employees have violated or are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107. Further, I promise, on behalf of Proposer, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107.
3. To the best of my knowledge, neither I, nor any of Proposer’s officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any GWA employee and/or former GWA employee any payment, gift, kickback, gratuity or offer of employment in connection with Proposer’s proposal.
4. I make these statements on behalf of myself as a representative of Proposer, and on behalf of the Proposer’s officers, representatives, agents, subcontractors, and employees.

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 2024, before me a Notary Public in and for Guam, personally appeared _____, known to me to be the authorized representative of _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of _____, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

) Seal (
Notary Public

ETHICAL STANDARD AFFIDAVIT

Guam)
)ss:
Tamuning)

I, _____ first being duly sworn, depose and say:
(Name of Declarant)

1. That I am the _____ of _____.
(Title) (Name of Company or Person Bidding/Proposer)

2. To the best of my knowledge, neither I nor any officers, representatives, agents, subcontractors or employees of Proposer have knowingly influenced any GWA employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, I promise that neither I, nor any officer, representative, agent, subcontractor, or employee of Proposer will knowingly influence any GWA employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11.

3. All statements in this affidavit and in the bid are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126.

4. I make these statements on behalf of myself as a representative of Proposer, and on behalf of the Proposer's officers, representatives, agents, subcontractors, and employees.

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 2024, before me a Notary Public in and for Guam, personally appeared _____, known to me to be the authorized representative of _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of _____, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

) Seal (

Notary Public

GOOD STANDING AFFIDAVIT

Guam)
)ss:
Tamuning)

I, _____ first being duly sworn, depose and say:
(Name of Declarant)

1. That I am the _____ of _____.
(Title) (Name of Company or Person Bidding/Offeror)

2. That I represent and warrant that Offeror is duly registered and in good standing under the laws of Guam or will be duly registered and in good standing under the laws of Guam at the time award is made under IFB _____ [insert IFB Number].

3. I make these statements on behalf of myself as a representative of Offeror, and on behalf of the Offeror’s officers, representatives, agents, subcontractors, and employees.

So sayeth _____
(Declarant)

Signed on this ____ day of _____ 2024, before me a Notary Public in and for Guam, personally appeared _____, known to me to be the authorized representative of _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of _____, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

) Seal (

Notary Public

BID AND PERFORMANCE BOND FOR GOODS AND SERVICES
AS REQUIRED UNDER 5 G.C.A. § 5212

KNOW ALL MEN BY THESE PRESENTS, that

_____ (bidder name)

as Principal, herein after called the Principal and _____ (name of surety)

as duly admitted insurer under the laws of the Territory of Guam, as Surety, hereafter called the Surety, are held and firmly bound unto the Guam Waterworks Authority for the sum of _____ Dollar (\$ _____), for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents:

WHEREAS, the Principal has submitted a bid for and is anticipated to enter into a contract in the amount specified below,

NOW, THEREFORE, if the Guam Waterworks Authority shall accept the bid and the Principal shall not withdraw said bid within one hundred twenty (120) calendar days after the opening of bids, and shall within twenty one (21) calendar days after the prescribed forms are presented to him for signature, enter into a Contract with the Guam Waterworks Authority in accordance with the terms of such bid. This bond shall also be held by the Guam Waterworks Authority to secure the faithful performance of such Contract and for the prompt payment of labor, goods, services and materials furnished in the prosecution thereof. In the event of the failure of the Principal to enter into such Contract, or if the Principals (Bidder) fails to perform in accordance with the requirements set out under the Bid or any other written instrument requirement performance thereunder, the Surety, on behalf of the Principals shall pay to the Guam Waterworks Authority the differences not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Guam Waterworks Authority may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if the Bidder shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the

performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

A. The Surety hereby waives notice of any alteration or extension of the time made by the Authority provided the same is within the scope of the Contract or any modification thereto.

B. Whenever the Bidder shall be and is declared in default by the Authority to be in default under the Contract, the Authority having performed its obligations hereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Authority and the Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts or completion arranged under this paragraph) sufficient funds to pay the cost of completion, less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph shall mean the total amount payable by the Authority to Bidder under the Contract and any amendments thereto, less the amount properly paid by the Authority to Bidder. No right of action shall accrue on this bond to or for use of any person or corporation other than the Authority or successors of the Authority.

C. A claimant is defined as one having a direct contract with the Bidder or with a sub-bidder of the Bidder for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

D. The above named Bidder and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date of which the last of such claimant's

work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.

E. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Bidder, shall have given written notice to any two (2) of the following entities named below:

- (a) the Bidder; (b) the Guam Waterworks Authority, or (c) the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the

ATTACHMENTS

Revision History for GWA Invitation for Bid (IFB) Template

Version	Date	Description of Changes	Approved by	Notes
1.0	09/30/2024	New IFB Bid Packet Template issued to all procurement personnel via email.	Chris Budasi	 Implementation of New IFB Bid Packet Template.txt
1.1	10/25/2024	<ol style="list-style-type: none"> 1. Changed format for deadlines on page 4 2. Added requirement to submit electronic copy on page 5, Section 4 3. Inserted a Bookmark in Section II.C. that automatically updates the Question submission deadline from table on page 4. 4. Page 38, Attachments cover page added. 	Chris Budasi	Requested by Bridney Borja, Buyer II <ul style="list-style-type: none"> • The number of copies of bid may be increased or decreased based on judgement of Buyer and End User.
1.2	11/19/2024	<p>Page 3 order of affidavits updated. Affidavits #8 and #9 added to template.</p> <ol style="list-style-type: none"> 1. Special Provision for Ownership Disclosure Affidavit 2. Ownership and Interest Disclosure Affidavit 3. Non-Collusion Affidavit 4. Certification of Non-Employment of Convicted Sexual Offenders 5. Wage and Benefit Determination 6. Ethical Standard Affidavit 7. Contingent Fee Affidavit 8. Good Standing Affidavit 9. Bid and Performance Bond for Goods and Services <p>Bookmarks inserted to Pages 3</p> <ol style="list-style-type: none"> 1. Inserted two Bookmarks on Page 1, that automatically update the bid submission time and date deadlines from table on page 4. 2. Inserted Bookmarks on Page 4, that automatically update the Pre-bid conference date from table on page 4. 3. Inserted two Bookmarks in Section II.O. that automatically update the Pre-bid conference date and time from the table on page 4. 	Chris Budasi	
1.3	04/10/2025	<ol style="list-style-type: none"> 1. Removed Pre-Bid Conference under Deadlines. 2. Added CC. Debarment and Suspension under Section II General Terms and Conditions. 		

FORMAL CONTRACT

Bidders are notified they will be subject to these terms and conditions and as a condition of the submitting a bid, agree to the terms contained herein

THIS AGREEMENT AND FORMAL CONTRACT (“Contract”) is made and entered into this 25th day of November, 2024 by and between the **GUAM WATERWORKS AUTHORITY (“GWA”)**, whose business address is 688 Route 15, Mangilao, Guam, 96913, and **LANDIS & GYR TECHNOLOGY, INC. (“Bidder”)**, whose mailing address is 30000 Mill Creek Avenue, Suite 100, Alpharetta, GA 30022 licensed to conduct business on Guam and having Guam business license Nos. _____.

WITNESSETH, that whereas, GWA intends to purchase Ultrasonic Water Meters for the purpose of replenishing inventory to accommodate new customers and replacing meters that have reached the end of their useful life and whereas the Bidder has agreed to supply the meters in accordance with the specifications, terms, and conditions outlined in the bid document, GWA Bid No. 2024-13, the parties hereto agree to the following terms and conditions set forth in this Agreement.

NOW THEREFORE, GWA and the Bidder for the considerations hereinafter set forth herein and in other documents associated with the performance hereunder, agree as follows:

SECTION 1. THE BIDDER AGREES:

To provide all of the goods and services specified in GWA IFB No. 2024-13 at the prices specified in the bid. Bidder agrees to maintain all time all licenses, labor, insurance, material, equipment, tools and services necessary to perform and comply with this Contract and the Contract Documents as defined in Section 3 herein. Bidder is responsible for its own taxes imposed on Bidder under applicable laws arising as a result of or in connection with this Agreement. GWA reserves the right to amend this Agreement or request a change order, but the right is subject to the mutual agreement of both parties and all amendments or change orders shall be in writing signed by both parties.

- (a) **CONTRACT TIME:** The Bidder agrees to commence work under this contract upon written notice to proceed and to provide the services as specified in the Bid Documents in the time, place and manner provided in the Bid Documents (as amended). Bidder agrees by placing their signature hereto that they have been placed on notice that the provision of the goods and services hereunder is necessary to protect the public health and that time is always of the essence.
- (b) **SUB-BIDDERS:** The Bidder agrees to bind every sub-Bidder to the terms of the Contract Documents. Bidder further agrees that no sub-Bidder Bidder may be allowed to perform in any fashion whatsoever under this contract until such time as the express written approval of GWA is obtained. The Contract Documents shall not be construed as creating any contractual relation between a sub-Bidder and the Guam Waterworks Authority.

SECTION 2. GWA AGREES:

The Bidder will issue invoices to GWA for all ordered equipment upon shipment of the equipment. GWA will set up an escrow account for the invoices within ten (10) workdays of issuance. Payments for all approved invoices will be made from the escrow account after the goods are delivered, bench tested and formally accepted by GWA. GWA agrees to provide formal acceptance within twenty (20) calendar days of delivery.

Once formal acceptance is granted, GWA will release funds from the escrow account to the Bidder within ten (10) calendar days. In the event GWA does not release payment from the escrow account within ten (10) days of formal acceptance, GWA agrees to pay Bidder three percent (3%) interest per month on the overdue amount. If payment is not released within sixty (60) calendar days of formal acceptance, GWA agrees to pay Bidder six percent (6%) interest per month on such overdue payments.

Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon; or
- (d) in such other manner as the parties may mutually agree.;

For any request for a price adjustment, the Bidder shall submit cost or pricing data for any price adjustments subject to the provisions of 2 G.A.R. § 3118 of the Guam Procurement Regulations. Please note, fixed price bids of one year or less shall not be modified by GWA except in extreme circumstances (e.g., factory has burned down, massive increases in shipping costs, etc.)

SECTION 3. CONTRACT DOCUMENTS:

It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidence and constitute the Contract between the parties, hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- a. Invitation to Bid
- b. Instructions to Bidders
- c. Bid
- d. Form of Non-Collision Affidavit
- e. Bid Bond

- f. Certification of Bidders Regarding Equal Employment Opportunity
- g. Formal Contract (which shall control in the event of conflict between this and any other contract document)
- h. Performance Bond
- i. Payment Bond
- j. General Provisions
- k. Special Provisions
- l. Technical Specifications
- m. Plans
- n. Addenda/Amendments
- o. Answers to Questions (if GWA determines they are applicable).

SECTION 4. LIQUIDATED DAMAGES:

GWA shall issue Purchase Orders to Bidder by electronic mail for all equipment purchases. Bidder may accept GWA’s Purchase Order by signing or acknowledging it using electronic mail, or by delivering the Products which GWA ordered. GWA’s Purchase Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates and shipment method. GWA must include desired shipment dates on all Purchase Orders. GWA’s desired shipment dates shall take into account Bidder’s current lead times at the time of the Purchase Order. Lead times will be provided to GWA by a Bidder representative and are defined as the cycle time from acknowledgement of Order to fulfillment of Order. It is acknowledged by the parties that all instrument and documents issued or delivered by either party pursuant to this Contract, including all Purchase Orders, order acceptance, order acknowledgements, invoices and other instruments (“**Order Documents**”) shall incorporate the terms and conditions of this Contract, irrespective of whether any such Order Document expressly references this Contract, and shall be subject to the terms and conditions contained in this Contract. Any terms and conditions contained in an Order Document now or hereafter delivered by a party pursuant to this Contract other than quantities, description and other required details and shipping instructions, will not apply and each Party hereby waives and rejects all such terms and conditions.

Liquidated Damages shall be calculated from the scheduled shipment date to the actual shipment date and in the event the scheduled shipment date is not met, Bidder shall be responsible to notify GWA once the scheduled shipment date will change. Prior to liquidated damages taking effect, Bidder shall be given no less than thirty (30) additional calendar day time period with which to cure. GWA, in its sole discretion, and after the parties have conferred will set the specific date for cure., Bidder shall be liable for damages in the amount of one-fourth (1/4) of one percent (1%) of outstanding order per calendar day from date GWA sets for cure until the Bidder provides the supplies or services. Liquidated Damages shall be assessed in full, unless in GWA’s sole discretion, the Bidder has demonstrated good faith efforts to cure. In no event will Bidder’s obligation for any liquidated damages under Section 4 due to delays in delivery of equipment cumulatively exceed seven percent (7%) of the total aggregate amount of purchases in a calendar year.

SECTION 5. COVENANT AGAINST CONTINGENT FEES:

The Bidder warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warrant shall give GWA the right to terminate the contract, or at its direction, deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by Bidders upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business.

SECTION 6. OTHER CONTRACTS:

GWA may award other contracts for additional work, and the Bidder shall fully cooperate with such other Bidders and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Bidder shall not commit or permit any act which will interfere with the performance of work by any other Bidder.

SECTION 7. DISPUTES:

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall first be decided by informal discussions including senior executives representing both parties, whose mutual decision shall be final and conclusive upon the parties thereto. In the meantime, where commercially practicable, the Bidder shall diligently proceed with the work as directed. In the event the parties cannot mutually agree to resolve all or the respective disputes concerning any controversy OR the questions of fact, the remedies as provided under 5 G.C.A. §5427 shall govern.

SECTION 8. DIFFERING SITE CONDITIONS.

The Bidder accepts the conditions at the work site as represented by GWA and warrants and represents that the contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required shall be wholly at the Bidder's own cost and expense, anything in this contract to the contrary notwithstanding.

SECTION 9. CONTRACT BINDING:

It is agreed that this Contract and all the Covenants hereof shall insure to the benefit of and binding upon GWA and the Bidder respectively and his parties, successors, assignees and legal representative. Neither GWA nor the Bidder shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

It is hereby mutually agreed by and between the parties hereto that no mechanic, Bidder, sub Bidder, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by this contract, or the land upon which the same is situated.

SECTION 10. GWA NOT LIABLE:

1. GWA, its officers, agents, employees and governing board assumes no liability for any accident or injury that may occur to the Bidder, Bidder's agents, employees, or to Bidder's property while on the job or otherwise enroute to or from the job during any travel required by the terms of this agreement.

2. GWA, its officers, agents, employees and governing board shall not be liable to Bidder for any work performed by the Bidder prior to the written and signed approval of this Contract by the General Manager for GWA and the Bidder hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

SECTION 11. NOTICES:

All notices between the parties shall be in writing and shall be deemed served when personally delivered or when deposited in the mail, registered or certified, first-class postage prepaid, addressed as follows:

To: **GUAM WATERWORKS AUTHORITY**
Miguel C. Bordallo P.E
GWA General Manager
688 Route 15,
Mangilao, Guam, 96913

To: **BIDDER**
Landis+Gyr Technology, Inc.
30000 Mill Creek Ave. Suite 100
Alpharetta, Georgia 30022
Attn: Legal Department

SECTION 12. TERM & TERMINATION:

Section 12.1. Term. This Agreement shall commence on the Effective Date and continue in full force and effect for two (2) years unless sooner terminated in accordance with the provisions hereof.

Section 12.2 – Termination for Default:

(1) **Default.** If the Bidder 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, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, GWA may notify the Bidder in writing of the delay or non-performance and if not cured in thirty (30) calendar days or any longer time specified in writing by GWA, GWA may terminate the Bidder's right to proceed with 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 GWA may procure similar services in a manner and upon terms deemed appropriate by GWA. The Bidder shall continue performance of the contract to the extent it is not terminated.

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

(3) Compensation. Payment for completed services delivered and accepted by the government and GWA shall be at the contract price. Notwithstanding, GWA shall be due liquidated damages as provided under Part III of the IFB, Special Terms and Conditions (Section L.), Liquidated Damages, for Bidder's delay, breach, or non-performance.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-Bidder(s) of Bidder, the Bidder 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 Bidder to make progress in the prosecution of the work hereunder which endangers such performance) if the Bidder has notified GWA within thirty (30) calendar days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Bidder shall not be deemed to be in default, unless the services to be furnished by the Bidder (or sub-Bidder) were reasonably obtainable from other sources in sufficient time to permit the Bidder to meet the contract requirements. Failure of the Bidder (or sub-Bidder) to perform for reasons other than cited above shall constitute a default of the Bidder unless cured by Bidder with a reasonable time. Upon request of the Bidder, GWA shall ascertain the facts and extent of such failure, and, if GWA 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 Bidder's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of GWA and the government of Guam under the laws of Guam.

(5) Erroneous Termination for Default. If, after notice of termination of the Bidder's right to proceed under the provisions of this clause, it is determined for any reason that the Bidder 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 be the same as if the notice of termination had been issued pursuant to Subsection C, below.

(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.

Section 12.3 – Termination for Convenience:

(1) Termination. GWA may, when the interest of the government so requires, terminate this contract in whole or in part, for the convenience of the government or GWA (including the provision of services by any sub-Bidder of the Bidder). GWA shall give ninety (90) days advance written notice of the termination to the Bidder specifying the part of the contract terminated and when termination becomes effective.

(2) Bidder's Obligations. The Bidder shall incur no further obligations in connection with the

terminated work (except in the case of Sub-Bidders where the Bidder is solely liable to GWA for their acts and/or non-performance or breach under this agreement) and on the date set in the notice of termination the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Bidder to assign the Bidder's right, title, and interest under terminated orders or subcontracts to GWA. The Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. GWA shall pay any due and owing invoices on equipment delivered prior to the written notice of termination.

(3) Right to Work Product. Upon termination of the contract for the convenience of the government or GWA or for any other reason, Bidder shall transfer title and deliver to GWA all documents and reports, plans, drawings, information and other material produced by Bidder or any of its sub-Bidders in connection with the performance of this contract that are not considered Bidder Materials. The Bidder shall protect and preserve property in its possession or in the possession of any of its sub-Bidders in which GWA or the Government of Guam has an interest.

(4) Compensation.

(a) The Bidder shall submit a termination claim specifying the amount 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 Bidder fails to file a termination claim within one year from the effective date of termination, GWA may pay the Bidder, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Bidder may agree to a settlement provided the Bidder 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 GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

- (i) contract prices for 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 Bidder 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 Subparagraph (b) of this clause;
- (iv) the reasonable settlement costs of the Bidder including accounting, 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 hereunder, 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 Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder 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.

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

SECTION 13. SEVERABLE PROVISIONS:

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions. The terms of this Contract shall control in the event of any conflict between this Contract and any other document incorporated or referenced herein.

SECTION 14. GOVERNING LAW AND VENUE:

The validity of this agreement, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in the Superior Court of Guam or the Guam District Court if applicable.

SECTION 15. OWNERSHIP OF DOCUMENTS:

All briefs, memoranda and other incidental Bidder work or materials (collectively, “Bidder Materials”) furnished hereunder shall be provided under a general license to use such materials; however, GWA agrees to treat applicable Bidder materials as confidential and may not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make Bidder Materials available to any third party this not authorized under this Agreement, except when release is required by operation of law or court order. Nor may GWA copy, modify, or create derivative works or improvements of Bidder Materials, in whole or in part, except as authorized under this Agreement.

SECTION 16. INDEMNITY:

Each party (“Indemnifying Party”) agrees to save and hold harmless the other party (“Indemnified Party”), its board members, officers, employees, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought to the extent caused by any injury, death, or damage arising or growing out of the acts or omissions of the Indemnifying Party, Indemnifying Party’s officers, agents (including sub-bidders), servants or employees under this Agreement.

SECTION 17. GENERAL COMPLIANCE WITH LAWS:

The Bidder agrees that Bidder is to comply with all Federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder. Bidder shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Bidder is exempt under Guam law (must include legal citations proving exemption).

SECTION 18. ACCESS TO RECORDS AND OTHER REVIEW:

The Bidder, including his sub-bidders, if any, shall maintain copies of all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Guam Waterworks Authority. All originals of any documents related to this Contract shall be provided to GWA as soon as possible, but not later than one day prior to the conclusion of this Agreement. Each subcontract by Bidder pursuant to this agreement shall include a provision containing the conditions of this Section.

SECTION 19. SCOPE OF AGREEMENT.

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Bidder by GWA and contains all of the covenants and terms between the parties with respect to such this project. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the General Manager for the Guam Waterworks Authority (or his designee) is the only signature that will bind GWA.

SECTION 20. RESPONSIBILITY OF BIDDER.

In addition to the other requirements set forth in the bid and this Contract, the Bidder shall be responsible for the professional and technical accuracy of all of Bidder's work and materials furnished under this contract. The Bidder shall, without additional cost to GWA, correct or revise all errors or deficiencies in his/her work.

GWA's review, approval, acceptance of, and payment for goods, fee, or for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Bidder's failure of performance of this contract and the Bidder shall be and remain liable to GWA for all costs of any kind which may be incurred by GWA as a result of the Bidder's negligent or erroneous performance of any of the services performed under this contract. GWA shall continue to remain liable for its own negligent acts and those of its employees and its failure to perform as provided under this agreement.

EXCLUSION OF INDIRECT DAMAGES. EXCEPT WITH RESPECT TO A BREACH OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES THAT ARE INDIRECT, CONSEQUENTIAL OR PUNITIVE, INCLUDING, LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF BUSINESS OPPORTUNITY.

CAP ON DIRECT DAMAGES. EXCEPT WITH RESPECT TO (A) A BREACH OF CONFIDENTIALITY OBLIGATIONS, (B) OBLIGATIONS UNDER THIS AGREEMENT RELATED TO INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT, (C) PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY EITHER PARTY'S GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF EITHER PARTY IN RESPECT OF ALL CLAIMS IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY GWA TO BIDDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

SECTION 21. CHANGE ORDERS.

Except for any cancellation of equipment orders made under this Agreement, which require advance notice of at least sixteen (16) weeks prior to the scheduled delivery, by written order, at any time, and without notice to Bidder's surety, GWA may, subject to all appropriate adjustments, make changes within the general scope of work of this Contract in any one or more of the following:

1. Drawings, designs or specifications, if the supplies, goods or services to be furnished are to be specifically manufactured for GWA in accordance therewith;
2. Method of shipping or packing; or
3. Place of delivery.

If any such change order increases or decreases the Bidder's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

Failure of the parties to agree to an adjustment shall not excuse the Bidder from proceeding with the Contract as changed, provided that GWA promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

Within 30 days after receipt of a written change order, unless such period is extended by GWA in writing, the Bidder shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Bidder's claim unless GWA is prejudiced by the delay in notification. No claim by the Bidder for an adjustment hereunder shall be allowed if notice is not given prior to final

payment under this Contract.

In the absence of such a change order, nothing in this clause shall be deemed to restrict the Bidder's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled "Claims Based on Acts or Omissions by GWA" of this Contract.

SECTION 22. STOP WORK ORDERS.

Except for any cancellation of equipment orders made under this Agreement, which require advance notice of at least sixteen (16) weeks prior to the scheduled delivery, GWA may by written order to the Bidder, at any time, and without notice to any surety, require the Bidder to stop all or any part of the work called for in the Contract. This order shall be for a specified period not exceeding ninety (90) days after the order is received by the Bidder, unless the parties agree to any longer period. Upon receipt of the order, the Bidder shall comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties have agreed, GWA shall either cancel the work order or terminate the work covered by the order as provided under the Termination for Default or Termination for Convenience Clauses contained in this contract.

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, of the period of the order or any extension thereof expires, the Bidder shall have the right to resume work. An appropriate adjustment shall be made to the delivery schedule or Bidder only if: (a) the stop work order results in an increase in the time required for performance or the Bidder's cost; **and** (b) if the Bidder asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if GWA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract. If a stop work order is not cancelled and the work covered by the order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed pursuant to the price adjustment clause of this Contract.

SECTION 23. CLAIMS BASED ON ACTS OR OMISSIONS BY GWA.

If any action or omission on the part of GWA requiring performance changes within the scope of the contract constitutes the basis for a claim by the Bidder for additional compensation, damages, or an extension of time for completion, the Bidder shall, where commercially practicable, continue with performance of the contract in compliance with the directions or orders of GWA, but by so doing, the Bidder shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) the Bidder shall have given written notice to GWA:

(i) prior to the commencement of the work involved, if at that time the Bidder knows of the occurrence of such action or omission;

(ii) within 30 days after the Bidder knows of the occurrence of such action or omission, if the Bidder did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the Bidder regards the act or omission as a reason which may entitle the Bidder to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the Bidder believes that additional compensation, damages, or an extension of time may be remedies to which the Bidder is entitled; and

(c) the Bidder maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

Nothing herein contained, however, shall excuse the Bidder from compliance with any rules of law precluding any GWA official or its Bidders from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

SECTION 24. EFFECTIVE DATE OF THIS CONTRACT.

This agreement shall take effect upon the date it is signed by both the General Manger and the Bidder and the date of this agreement shall be when the General Manager affixes his signature.

SECTION 25. FORCE MAJEURE.

Except for payment obligations, neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, riots, strikes, fire, epidemics, pandemics or outbreak of communicable disease, quarantines, or other causes beyond its reasonable control. To the extent a party is substantially delayed by force majeure from performing its obligations hereunder, such party shall give notice and details of the force majeure to the other party as soon as practicable, then the parties may extend the time for performance by written agreement. In the event it shall become impossible for Bidder or GWA to perform its respective obligations because of force majeure, then in such event the party so unable to perform may terminate this Agreement upon written notice to the other. In no event shall an event of force majeure excuse the payment of any amount owed by one party to the other party under this Agreement.

/

/

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first written.

GUAM WATERWORKS AUTHORITY:

BIDDER:

Miguel C. Bordallo P.E
GWA General Manager

Jay Lasseter
VP, Customer Delivery
LANDIS & GYR TECHNOLOGY, INC.

Date: 11/25/2024

Date: 11/19/2024

Sean Cromie
CEO Americas
LANDIS & GYR TECHNOLOGY, INC.

Date: 11/19/2024

Certified Funds Available:

Approved as to Form:

Taling M. Taitano, CPA, CGFM, CGMA
GWA Chief Financial Officer

Date: 11/25/2024

Theresa G. Rojas, Esq.
GWA General Counsel

Date: 11/22/2024

Guam Business License or Certificate of Authorization No.: _____.

Contract No.: _____

Vendor No.: _____

Contract Amount: \$404,360.00

Certifying Officer:

Amount Certified: \$404,360.00

Date: 11/25/2024

Source of funding: Internally Funded CIP

EXHIBIT A

PRODUCTS PRICING SCHEDULE

A. Gridstream RF Solution Pricing

The following table represents Products and Services for the proposed solution.

Item	Minimum Quantity	Unit Price	Extended Price
Ultrasonic Water Meters			
Ultrasonic Water Meters 5/8 x 3/4 (5' Nicor)	2,000	\$202.18	\$404,360.00
15% Performance Bid	1	\$915.00	\$915.00

1. Standard lead time for product shipment can vary, and upon receipt and confirmation of your purchase order, an estimated shipment date will be provided.
2. This warranty applies exclusively to Master Meter Sonata 5/8", 3/4" and 1" meters when used for clean cold potable water (per applicable AWWA Standard) and installed in accordance with Master Meter published installation instructions in effect as of the date of shipment. This warranty applies exclusively to the original utility purchaser when product is purchased from Landis+Gyr. Coverage in both terms of time and registered usage is from date of shipment.
 - a. Case Integrity. If used and installed as described above, Landis+Gyr warrants all Sonata meters (5/8", 3/4" and 1") will retain their structural integrity for a period of 20 years
3. Electronics. If used and installed as described above, Landis+Gyr warrants all Sonata meters (5/8", 3/4" and 1") batteries, transducers, and LCD will be warranted for a period of 20 years. Master Meter will repair or replace the meter at no cost for the first ten (10) years and prorated in Years 11-20 as listed below.
4. Accuracy. Landis+Gyr warrants all Sonata meters (5/8", 3/4" and 1") will meet or exceed +/- 1.5% accuracy in the Normal Operating Range of the meter, as defined in the latest revision of the Sonata Product Data Sheet for a period of 20 years. Landis+Gyr will repair or replace the meter at no cost for the first ten (10) years and prorated in Years 11-20 as listed below:

Year of Failure	Replacement Fee Paid by Customer off the list price when replacement is purchased
Years 11-14	30%
Years 15-20	40%

5. Landis+Gyr's pricing is subject to change due to any annual increase in CPI.
6. Landis+Gyr's pricing includes shipping charges. Shipping terms are CIF Destination: Port Authority of Guam.
7. Landis+Gyr's pricing does not include sales tax. This will be added to the invoices, as applicable.

**CORPORATE OR PARTNERSHIP CERTIFICATION
AS TO AUTHORIZATION TO BIND**

I, _____ certify that I am the Secretary of the corporation or managing partner named as Bidder herein; that _____ who signed this contract on behalf of the Bidder, was then _____ of said corporation/partnership by authority of said corporation of its governing body, and is within the scope of its corporate/partnership powers to bind said corporation/partnership to the terms and conditions of this Contract.

Signed: _____
Corporate Secretary

Date: _____

(CORPORATE/PARTNERSHIP SEAL)

* * * * * **END OF CONTRACT** * * * * *



P.O Box 3010
 Hagatna, Guam 96932
 Procurement@guamwaterworks.org
 Telephone: (671) 300-6029
 Fax Number: (671) 649-3750

EXHIBIT 4

Date: 01/16/2026

Page 1 of 4

Guam Waterworks Authority Purchase Order Print

Order Company	General Procurement	Order Number	800245
Shipped From	130998 LANDIS+GYR TECHNOLOGY, INC. 30000 MILL CREEK AVE STE 100 ALPHARETTA, GA 30022	Ship To	Guam Waterworks Authority Attention: P & S Warehouse 578 N. Marine Corps. Dr Tamuning GU 96913

Ordered	12/12/2024	Branch/Plant	1210 Procurement & Supply
Buyer	Roland Lumongsud	Currency Code	USD
Phone	1-671-300-6856	POC	Albert Perez
Email	rlumongsud@guamwaterworks.org		
Expiration	09/30/2025		

PURCHASE DESCRIPTION

PURCHASE DESCRIPTION

* SPECIFICATIONS (ARTICLES OR SERVICES):
 Reference: GWA IFB No. 2024-13, ULTRASONIC WATER METER
 5/8" X 3/4" (5' NICOR)
 2,000 EACH @ \$202.18 = \$404,360.00

AUTHORIZED PERSONNEL

AUTHORIZED PERSONNEL:
 ALBERT PEREZ / BRYAN ARCEO /
 WAREHOUSE PERSONNEL

CONDITIONS

GAR 2GAR§3109 Competitive Sealed Bidding (IFB's)
Requested By Albert Perez
Business Unit Procurement & Supply
G/L Account No 000001.1.1210.000.0000.0000..
Note to Receiver
OR REQ-2025-20513 **OQ** **OB**

Line	Rev	Description/ Supplier Item	Requested Date	Ordered	UOM	Unit Price	Extended Price
1		111603 METER,ULTRASONIC 5/8x3/4	12/02/2024	2000	Each	202.18	404,360.00

Plumbing-Meter

NOTE: SUBJECT TO GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS

Payment Terms: Net 30 **Total Inc** 404,360.00

Purchase Order number must be indicated on all
 delivery documents, invoices and communications

SIGNED ACKNOWLEDGEMENT RECEIPT FOR PURCHASE ORDER/DATE



P.O Box 3010
 Hagatna, Guam 96932
 Procurement@guamwaterworks.org
 Telephone: (671) 300-6029
 Fax Number: (671) 649-3750

Date: 01/16/2026

Page 2 of 4

Guam Waterworks Authority Purchase Order Print

Order Company	General Procurement	Order Number	800245
Shipped From	130998 LANDIS+GYR TECHNOLOGY, INC. 30000 MILL CREEK AVE STE 100 ALPHARETTA, GA 30022	Ship To	Guam Waterworks Authority Attention: P & S Warehouse 578 N. Marine Corps. Dr Tamuning GU 96913

Ordered	12/12/2024	Branch/Plant	1210 Procurement & Supply
Buyer	Roland Lumongsud	Currency Code	USD
Phone	1-671-300-6856	POC	Albert Perez
Email	rlumongsud@guamwaterworks.org		
Expiration	09/30/2025		

Supplier

This Order is Digitally Approved by - Budasi, Christopher
--

TERMS AND CONDITIONS

ALL PURCHASE ORDERS FROM THE GUAM WATERWORKS AUTHORITY ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. If the goods or services are connected with a bid or RFP issued by Guam Waterworks Authority (GWA), this purchase order (PO) shall be governed by the Terms and Conditions of the Bid or RFP as well as the Guam Procurement Law and the Guam Procurement Regulations.
2. An acknowledged and dated copy of this PO must be returned to GWA.
3. No variation in any of the terms, conditions, delivery dates, prices, quality, quantity or specifications under this PO, regardless of the conditions or terms of the seller's acceptance, will be effective without the written consent of a person specifically authorized by GWA to make such changes.
4. All goods delivered must be accompanied by this PO and a Delivery Receipt or an Invoice.
5. When applicable, shipping documents such as Shipping List and Packing List must also be attached to each delivery. Shipping documents should indicate the order number and a detailed description of goods or services provided, including, but not limited to, the part number and serial number for each item delivered and must be identified as either "PARTIAL" or "COMPLETE".
6. All goods delivered are subject to GWA's inspection and acceptance within a reasonable time after delivery. If the specifications are not met and are rejected by GWA, the goods shall be returned at the seller's expense.
7. Delivery of goods in excess of the amount stated in the PO will not be accepted unless specifically approved by a GWA official authorized to make such changes.
8. GWA will only be responsible for the total amount indicated in this PO and any unauthorized amount will not be paid by GWA.
9. Invoices shall be rendered on completion of services or delivery of goods and shall contain the PO number, item number, description of goods or services, quantities, unit price(s), date(s) rendered and total purchase price. Each invoice must refer to only one particular PO.
10. All invoices must be forwarded to the Accounts Payable department of the GWA. Invoices may be electronically submitted to accountspayable@guamwaterworks.org. Invoices must be properly endorsed by authorized GWA personnel as indicated in the PO along with their printed name and badge number. To ensure timely payments, invoices must be provided to GWA as soon as possible.
11. Payment shall be made on the terms of net thirty (30) days from the date of the invoice. In connection with any prompt payment discount offered, the time will be computed from date of delivery and acceptance at destination or from the date an acceptable invoice is received by the GWA, whichever is later. Payment is deemed to be made for the purpose of earning any discount, on the date the ACH is remitted or when the check is mailed. All claims to money due or to become due from GWA shall be subject to deduction by GWA for any offset or counterclaim arising out of this or any other PO with the Vendor.
12. All vendors with an outstanding unpaid invoice at the end of the month after the goods or services were rendered must provide monthly vendor statements to the Accounts Payable department of the GWA. Vendor statements may be electronically submitted to accountspayable@guamwaterworks.org.

INSTRUCTIONS TO VENDORS

- All deliveries must be scheduled 24 hrs. in advanced, and must be made at the GWA's Warehouse in Tamuning.
- To schedule a delivery, please call 300-6340 ext. 6350/6385/6384.
- All deliveries must be accompanied by this PO, Delivery Receipt or Invoice as well as Packing List and Shipping List when applicable.
- All boxes must specify a GWA PO number.
- Unless otherwise indicated on this PO, all goods must be delivered to the GWA warehouse, and acknowledged by authorized GWA warehouse personnel.

DELIVERY OF PUMPS & MOTORS INSTRUCTION

- All deliveries of any related electrical pumps and motors must be received in a factory crate, box, or any other means packed by the manufacturer.
- Vendors are not to inform GWA personnel to open and inspect any delivery in its facility. All deliveries will be inspected at GWA's warehouse section upon delivery. Delivery will be rejected if instructions are not followed.
- Delivery of pumps and motors or related equipment must be labeled on the shipping crate or box with the following information:
- GWA PO Number, Description, Serial number, if applicable, and Model Number.

LIQUIDATED DAMAGES

In the event Vendor fails to deliver the Goods/Services in accordance with GWA requirements and by the delivery date(s) specified therein, Vendor shall be liable to GWA for liquidated damages in accordance with the provisions of this clause and the amount of such liquidated damages shall be calculated in accordance with the Guam Procurement Regulation, 2 GAR Div.4 §6101(9) Liquidated Damages.



P.O Box 3010
 Hagatna, Guam 96932
 Procurement@guamwaterworks.org
 Telephone: (671) 300-6029
 Fax Number: (671) 649-3750

Date: 01/16/2026

Page 1 of 4

**Guam Waterworks Authority
 Purchase Order Print**

Order Company	General Procurement	Order Number	801095
Shipped From	130998 LANDIS+GYR TECHNOLOGY, INC. 30000 MILL CREEK AVE STE 100 ALPHARETTA, GA 30022	Ship To	Guam Waterworks Authority Attention: P & S Warehouse 578 N. Marine Corps. Dr Tamuning GU 96913

Ordered	08/29/2025	Branch/Plant	1210 Procurement & Supply
Buyer	Diana Hayashi	Currency Code	USD
Phone	1-671-300-6027	POC	James Mantanona
Email	ddhayashi@guamwaterworks.org		
Expiration	09/30/2026		

PURCHASE DESCRIPTION

IFB 2025-31

IFB 2025-31

Ultrasonic Water Meters "Indefinite Quantity Bid"

AUTHORIZE PERSONNEL:

ELIZABETH SAN AGUSTIN 1222
 KENNETH AQUININGOC 1522
 BRIAN ARCEO 621

CONDITIONS

GAR 2GAR\$3109 Competitive Sealed Bidding (IFB's)
Requested By James Mantanona
Business Unit Procurement & Supply
G/L Account No 000001.1.1210.000.0000.0000..
 000001.1.1210.000.0000.0000..
 000001.1.1210.000.0000.0000..
 000001.1.1210.000.0000.0000..
 000001.1.1210.000.0000.0000..
 000001.1.1210.000.0000.0000..
 000001.1.1210.000.0000.0000..

Note to Receiver

OR REQ-2025-21639 **OQ** **OB**

Line	Rev	Description/ Supplier Item	Requested Date	Ordered	UOM	Unit Price	Extended Price
1		112033 METER, 1-1/2" ULTRASONIC WATER	07/09/2025	179	Each	1,896.49	339,471.71
		Plumbing-Meter					
3		112036 METER, 4" ULTRASONIC WATER	07/09/2025	61	Each	3,697.29	225,534.69
		Plumbing-Meter					



P.O Box 3010
 Hagatna, Guam 96932
 Procurement@guamwaterworks.org
 Telephone: (671) 300-6029
 Fax Number: (671) 649-3750

Date: 01/16/2026

Page 2 of 4

Guam Waterworks Authority Purchase Order Print

Order Company	General Procurement	Order Number	801095
Shipped From	130998 LANDIS+GYR TECHNOLOGY, INC. 30000 MILL CREEK AVE STE 100 ALPHARETTA, GA 30022	Ship To	Guam Waterworks Authority Attention: P & S Warehouse 578 N. Marine Corps. Dr Tamuning GU 96913

Ordered	08/29/2025	Branch/Plant	1210 Procurement & Supply
Buyer	Diana Hayashi	Currency Code	USD
Phone	1-671-300-6027	POC	James Mantanona
Email	ddhayashi@guamwaterworks.org		
Expiration	09/30/2026		

Line	Rev	Description/ Supplier Item	Requested Date	Ordered	UOM	Unit Price	Extended Price
4		112037 METER, 6" ULTRASONIC WATER	07/09/2025	18	Each	5,975.65	107,561.70
		Plumbing-Meter					
5		112038 METER, 8" ULTRASONIC WATER	07/09/2025	5	Each	7,096.31	35,481.55
		Plumbing-Meter					
6		112039 METER, 10" ULTRASONIC WATER	07/09/2025	3	Each	13,388.27	40,164.81
		Plumbing-Meter					
7		112035 METER, 3" ULTRASONIC WATER	07/09/2025	25	Each	2,732.50	68,312.50
		Plumbing-Meter					
8		112034 METER, 2" ULTRASONIC WATER	07/09/2025	97	Each	1,807.50	175,327.50
		Plumbing-Meter					

NOTE: SUBJECT TO GUAM PROCUREMENT CODE AND ACCOMPANYING REGULATIONS

Payment Terms: Net 30	Total Inc	991,854.46
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Purchase Order number must be indicated on all delivery documents, invoices and communications

SIGNED ACKNOWLEDGEMENT RECEIPT FOR PURCHASE ORDER/DATE

Supplier

This Order is
Digitally Approved by - Railey, Brett

TERMS AND CONDITIONS

ALL PURCHASE ORDERS FROM THE GUAM WATERWORKS AUTHORITY ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. If the goods or services are connected with a bid or RFP issued by Guam Waterworks Authority (GWA), this purchase order (PO) shall be governed by the Terms and Conditions of the Bid or RFP as well as the Guam Procurement Law and the Guam Procurement Regulations.
2. An acknowledged and dated copy of this PO must be returned to GWA.
3. No variation in any of the terms, conditions, delivery dates, prices, quality, quantity or specifications under this PO, regardless of the conditions or terms of the seller's acceptance, will be effective without the written consent of a person specifically authorized by GWA to make such changes.
4. All goods delivered must be accompanied by this PO and a Delivery Receipt or an Invoice.
5. When applicable, shipping documents such as Shipping List and Packing List must also be attached to each delivery. Shipping documents should indicate the order number and a detailed description of goods or services provided, including, but not limited to, the part number and serial number for each item delivered and must be identified as either "PARTIAL" or "COMPLETE".
6. All goods delivered are subject to GWA's inspection and acceptance within a reasonable time after delivery. If the specifications are not met and are rejected by GWA, the goods shall be returned at the seller's expense.
7. Delivery of goods in excess of the amount stated in the PO will not be accepted unless specifically approved by a GWA official authorized to make such changes.
8. GWA will only be responsible for the total amount indicated in this PO and any unauthorized amount will not be paid by GWA.
9. Invoices shall be rendered on completion of services or delivery of goods and shall contain the PO number, item number, description of goods or services, quantities, unit price(s), date(s) rendered and total purchase price. Each invoice must refer to only one particular PO.
10. All invoices must be forwarded to the Accounts Payable department of the GWA. Invoices may be electronically submitted to accountspayable@guamwaterworks.org. Invoices must be properly endorsed by authorized GWA personnel as indicated in the PO along with their printed name and badge number. To ensure timely payments, invoices must be provided to GWA as soon as possible.
11. Payment shall be made on the terms of net thirty (30) days from the date of the invoice. In connection with any prompt payment discount offered, the time will be computed from date of delivery and acceptance at destination or from the date an acceptable invoice is received by the GWA, whichever is later. Payment is deemed to be made for the purpose of earning any discount, on the date the ACH is remitted or when the check is mailed. All claims to money due or to become due from GWA shall be subject to deduction by GWA for any offset or counterclaim arising out of this or any other PO with the Vendor.
12. All vendors with an outstanding unpaid invoice at the end of the month after the goods or services were rendered must provide monthly vendor statements to the Accounts Payable department of the GWA. Vendor statements may be electronically submitted to accountspayable@guamwaterworks.org.

INSTRUCTIONS TO VENDORS

- All deliveries must be scheduled 24 hrs. in advanced, and must be made at the GWA's Warehouse in Tamuning.
- To schedule a delivery, please call 300-6340 ext. 6350/6385/6384.
- All deliveries must be accompanied by this PO, Delivery Receipt or Invoice as well as Packing List and Shipping List when applicable.
- All boxes must specify a GWA PO number.
- Unless otherwise indicated on this PO, all goods must be delivered to the GWA warehouse, and acknowledged by authorized GWA warehouse personnel.

DELIVERY OF PUMPS & MOTORS INSTRUCTION

- All deliveries of any related electrical pumps and motors must be received in a factory crate, box, or any other means packed by the manufacturer.
- Vendors are not to inform GWA personnel to open and inspect any delivery in its facility. All deliveries will be inspected at GWA's warehouse section upon delivery. Delivery will be rejected if instructions are not followed.
- Delivery of pumps and motors or related equipment must be labeled on the shipping crate or box with the following information:
- GWA PO Number, Description, Serial number, if applicable, and Model Number.

LIQUIDATED DAMAGES

In the event Vendor fails to deliver the Goods/Services in accordance with GWA requirements and by the delivery date(s) specified therein, Vendor shall be liable to GWA for liquidated damages in accordance with the provisions of this clause and the amount of such liquidated damages shall be calculated in accordance with the Guam Procurement Regulation, 2 GAR Div.4 §6101(9) Liquidated Damages.



GUAM WATERWORKS AUTHORITY
 Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913
 P.O. Box 3010, Hagåtña, Guam 96932
 Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

MEMORANDUM

TO: Miguel Bordallo, General Manager

VIA: Chris Budasi,^{CB} Assistant General Manager of Administration

CC: Bid No. GWA 2024-13 Water Meters file

FROM: MaryAnn Castro, Buyer II

SUBJECT: Invitation to Bid No. GWA 2024-13 Water Meters

REF: Recommendation of Award

DATE: March 25, 2024

Bid Advertised

Date: February 12, 2024

Bid Opening Date and Time:

Date Opened: March 14, 2024

Time: 10:00 AM

Bid Packages Picked-up / Obtained from GWA Website at www.guamwaterworks.org

- | | |
|----------------------------|---|
| 1. JMI Edison | 8. TH Wilson Bonds |
| 2. Frontier Supply Company | 9. CRW Trading Inc. |
| 3. Landis+Gyr | 11. Nova Technologies |
| 4. Master Meter | 11. Brown and Caldwell |
| 5. Badger Meter | 12. Guam Pacific Ent |
| 6. PWXPress | 13. American International Supply, Inc. |
| 7. Indigo Piping Systems | 14. MCS Contractors |

Bid Package Submitted

1. Landis+Gyr

Although fourteen (14) entities obtained bid documents from GWA, only one bid was submitted by the deadline.

Bid Findings from Landis+Gyr submittal:

Landis+Gyr bid offer was received on March 7, 2024 via Federal Express. On the scheduled date and time on March 14, 2024 at 10:00 am, Landis+Gyr bid offer was publicly opened, only one (1) attended the bid opening namely, John McDonald, representing Frontier Supply.

During the opening of the bid package, it was noted that Landis+Gyr did not provide a bid bond as specified on IFB 2024-13, Section IV Special Provisions, subsection 1, Bid and Performance Bond Requirements.

On March 19, 2024 at 12:27 am, an email was received from Landis+Gyr. Angie Thomas, Director, Strategic Account Northwest Region addressed to Mr. Stephan Mondina, GWA Procurement, indicating "that the bond got delayed from the Guam bank to our headquarters in Alpharetta, GA US".

Bid Bond Received:

On March 22, 2024 at 4:25 am, an email was received from Landis+Gyr, Angie Thomas, Director, Strategic Account Northwest Region addressed to Mr. Stephan Mondina, providing update indicating the bid bond is attached on the email and that the hard copy will be sent via Fed-Ex.

Landis+Gyr Bid Bond:

The review of Landis+Gyr Bid Bond met the 15%.

Total Base Bid offer	\$164,330.00
15% Required Bid Bond	\$24,649.50
15% Bid Bond Submittal	\$30,327.00

GWA Legal Review and Recommendation:

The General Manager can declare the bid submission compliant and waive the "mistake" of not submitting a bid bond at the pre-determined bid opening time and date based on the following:

1. It is considered in the best interest of the territory and without any prejudice to other bidders as no other bid submission was received.
2. The "mistake" did not and will not affect bid price, quality, quantity etc.
3. Time is of the essence for GWA to obtain water meters which are inherently required for our water system billing.
4. All substantive portions of the submitted bid remain unchanged even if the bid bond is accepted late.

Based on the above, it is recommended that the bid award be made to Landis+Gyr.

mbcastro

Maryann Castro, Buyer II

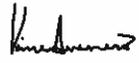
In consideration of the foregoing, please indicate your approval of this recommendation by your signature below.

CONCURRED [] NONCONCUR

CONCURRED [] NONCONCUR



THERESA ROJAS, GWA LEGAL COUNCIL



VINCENT ED. GUERRERO, SMA

APPROVED [] DISAPPROVED

 2024.4.1

MIGUEL C. BORDALLO, P.E., GENERAL MANAGER

**GUAM WATERWORKS AUTHORITY**

Gloria B. Nelson Public Service Building | 688 Route 15, Mangilao, Guam 96913

P.O. Box 3010, Hagåtña, Guam 96932

Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

MEMORANDUM

TO: General Manager

VIA: Supply Management Administrator

CC: Diana Hayashi, Buyer II Supervisor

FROM: Evaluation Committee Members

SUBJECT: Recommendation of Award for Invitation for Bid No. GWA IFB. 2025-31
Ultrasonic Water Meters "Indefinite Quantity Bid"

DATE June 20, 2025

Bid Opening Date and Time:

Date Opened: May 30, 2025

Time: 10:30 AM

Nine (9) Prospective Bidders acquired the IFB package.

1. Landis+Gyr Technology, Inc.
2. JMI- Edison
3. Frontier Supply
4. Guam Pacific Enterprises Inc.
5. Kamstrup
6. Mueller
7. Saira Group
8. Frontier Supply
9. Chemlane

Bids Received from:

- Landis+Gyr Tehnology, Inc.

Evaluation Committee members:

1. Elizabeth San Agustin, Utility Service Administrator
2. Kenneth Aquiningoc, Customer Service Supervisor
3. Bryan Arceo, Water Meter Maintenance & Repair Supervisor

Evaluation

Landis+Gyr Technology, Inc. bid submission was internally reviewed on May 30, 2025 at 11:00 a.m. and determined the following:

Section V. Special Provisions Subsection (1) Bid Bond Requirement:

Prior to the bid opening, Angie Thomas of Landis+Gyr submitted an email to GWA dated May 21, 2025, at 7:26 a.m., in which she forwarded a draft bid bond from her company's surety for

GWA Invitation for Bid No. 2025-31

Ultrasonic Water Meters (Recommendation of Award)

Page 2

review. The purpose of the submission was to ensure that the bid bond had been properly completed and executed prior to final issuance.

However, at the time of bid submission, Landis+Gyr did not include the original or any copies of the executed bid bond in their bid package. Although the company's intent to comply with the bid security requirement was evident, the executed bid bond was not submitted with the bid.

Subsequently, on Wednesday, June 18, 2025, at 4:49 a.m., Landis+Gyr emailed the fully executed bid bond to GWA. While this confirms that the bond had been finalized, it was not received prior to the bid deadline, as required by the solicitation documents.

The absence of the executed bid bond at the time of bid opening may be considered a material deviation under applicable procurement regulations.

Section II General Terms and Conditions: Subsection (E) Descriptive Literature

Upon review it was determined Landis & Gear did not provide descriptive literature (Brochure) although the literature was obtained online and used to confirm that Landis+Gyr was responsive to the bid specifications.

IFB 2023-19 and Rebid History – Justification for Award Recommendation Background

On April 13, 2023, GWA issued IFB 2023-19 for Various Sized Automated Meter Reading (AMR) Water Meters, Endpoints, AMR Hardware, and Software. While 21 bid packets were acquired, only one bid was received by the deadline of July 18, 2023. Upon review, the bid submitted by American International Supply, Inc. was deemed non-compliant due to failure to provide the required 15% Bid Bond, lack of a delivery schedule, and refusal to comply with the Liquidated Damages clause. As a result, no award was made.

A rebid was subsequently issued under IFB 2025-31, for which Landis+Gyr submitted the sole bid without a bid bond or descriptive literature.

Operational Need and Justification to Proceed with Award

The urgency of this procurement is underscored by the fact that GWA's current inventory of large water meters has been fully depleted and is no longer sufficient to:

- Replace failed meters in the field
- Fulfill new meter installations for large commercial businesses, farms, and government accounts
- Maintain a buffer inventory to address expected failures based on asset life projections

Currently, 61 customer meters require immediate replacement, with an additional 21 meters expected to fail in the near future based on their projected service life. Compounding this urgency, supply chain constraints have extended the delivery timeline for these meters to approximately twelve months from the date of order.

Water meters are the equivalent of cash registers for a utility—they are the primary means by which revenue is measured and collected. Without functioning, accurate meters, GWA cannot ensure proper billing and revenue recovery. GWA cannot afford to lose revenue due to

GWA Invitation for Bid No. 2025-31

Ultrasonic Water Meters (Recommendation of Award)

Page 3

preventable metering gaps, as any shortfall in collections may ultimately result in higher rates for all customers.

Re-soliciting this procurement at this stage would lead to further delays, increased administrative burden, and no assurance of broader participation, given the previous solicitation history. GWA has made good faith efforts to seek competition through public bidding, but the limited number of capable vendors in this space has resulted in a single responsive bid.

Proceeding with this award is both urgent and necessary to maintain service continuity, avoid unnecessary revenue loss, and support the utility's financial stability and infrastructure goals.

Recommendation to award Landis+Gyr

Pursuant to section III Special Conditions, subsection (C) specifies: The Guam Waterworks Authority reserves the right to accept and/reject any and all bids, to waive any defects, irregularities, or specifications discrepancies and to award the bid as deemed to be the best interest to GWA, therefore, since there is only one (1) bid submittal, and without prejudice to any supplier (s) the committee hereby request to move forward with award to:

Landis+Gyr

Item No	Description	Qty	Unit Cost	Total Cost
1.0	1 ½ Inch Ultrasonic Water Meters	179	\$1,896.49	\$339,471.71
1.1	2 Inch Ultrasonic Water Meters	97	\$1,807.50	\$175,327.50
1.2	3 Inch Ultrasonic Water Meters	25	\$2,732.50	\$68,312.50
1.3	4 Inch Ultrasonic Water Meters	61	\$3,697.29	\$225,534.69
1.4	6 Inch Ultrasonic Water Meters	18	\$5,975.65	\$107,561.70
1.5	8 Inch Ultrasonic Water Meters	5	\$7,096.31	\$35,481.55
1.6	10 Inch Ultrasonic Water Meters	3	\$13,388.27	\$40,164.81
MFG: Master Meter				
Brand: Octave				
Place of Origin: Israel				
Date of Delivery: 52 Weeks Lead Time				

Total cost of all awarded items \$991,854.46

End of Evaluation

Diana D. Hayashi

Diana D. Hayashi
Buyer II Supervisor

GWA Invitation for Bid No. 2025-31
Ultrasonic Water Meters (Recommendation of Award)

Concurred and accepted by the committee members:



Elizabeth San Agustin
Utility Services Administrator



Kenneth Aquiningoc
Customer Service Supervisor



Bryan Arceo
Water Meter Maintenance & Repair Supervisor

In consideration of the foregoing, please indicate your approval of this recommendation by your signature below.

CONCURRED NONCONCUR



Vince Guerrero,
Supply Management Administrator

CONCURRED NONCONCUR



Theresa G. Rojas,
Staff Attorney

APPROVED DISAPPROVED



Digitally signed by Christopher M. Budasi
Reason: for General Manager Miguel C. Bordallo, P.E.
Date: 2025.06.20 13:38:21 +10'00'
Miguel C. Bordallo, P.E.,
General Manager

cc: Procurement File