



**GUAM WATERWORKS AUTHORITY**  
Government of Guam  
P.O. Box 3010 Hagåtña, Guam 96932  
Tel. 647-7835 Fax. 647-7850

INVITATION FOR BID: GWA 2008-10  
DESCRIPTION: Heavy Duty Standard Pallets

**SPECIAL REMINDER TO PROSPECTIVE BIDDERS**

Bidders are reminded to read the Sealed Bids Solicitation and instruction, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in a sealed envelope, in one (1) original and one (1) copy on the specified date and time for bid opening.

- BID GUARANTEE (15% OF BID AMOUNT) MAY BE IN THE FORM OF:
- a. Cashier's Check or Certified Check
  - b. Letter of Credit (must not expire no earlier than ninety (90) days from the date of submittal)
  - c. Surety Bond – Valid only if accompanied by:
    - 1. Current Certificate of Authority;
    - 2. Power of Attorney issued by the Surety to the Resident General Agent;
    - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

- CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS
- STATEMENT OF QUALIFICATIONS
- SAMPLES
- BROCHURES / DESCRIPTIVE LITERATURE
- AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS – Must comply with the following requirements:
- a. The affidavit must be notarized and dated on the same month as the bid opening;
  - b. Date of signature of the person authorized to sign the bid and the notary date must be the same.

OTHER REQUIREMENTS: See attached bid.

\_\_\_\_\_

\_\_\_\_\_

This reminder must be signed and returned together with the IFB envelope. Failure to comply with the above requirements will mean a disqualification and rejection of the bid.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I, \_\_\_\_\_, authorized representative of \_\_\_\_\_, acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

\_\_\_\_\_  
Bidder Representative's Signature



**GUAM WATERWORKS AUTHORITY  
INVITATION FOR BID**

*[Signature]*  
**JOHN M. BENAVENTE P.E., INTERIM GENERAL MANAGER**

**DATE ISSUED:** \_\_\_\_\_ *Invitation for Bid No. 2008-10*

**INSTRUCTION:**  
This bid shall be submitted in duplicate and sealed to the issuing office above no later than (TIME) 3:00PM  
(DATE) 04/30/08. Bid submitted after the time and date specified above shall be rejected. See attached solicitation instructions conditions for details.

**SPECIFICATION:** See attached specifications.  
**FOR:** Heavy Duty Standard Pallets  
**DESTINATION:** Guam Waterworks Authority  
**REQUIRED DELIVERY DATE:** See Attached  
**GWA IFB NO: 2008-10** Bids shall be received at the issuing office located at **GWA Procurement & Supply Office** located in Upper Tumon. Contact 647-7835/7864.

This Bids/Proposal is subject to the attached General Terms and Conditions of the Invitation for Bid. The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other proposals, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 120 calendar days from the date opening to supply any or all of the items which pries are quoted.

**INDICATE:**     Individual     Partnership     Corporation

**INCORPORATED IN:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Award:**        **Contract No:**        **Amount:**        **Date:**

**Accepted as to items numbered:**

**Contracting Officer:** \_\_\_\_\_

**Name and Address of Contractor:**        **Signature and Title of person authorized to sign this contract:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIAL PROVISIONS

**AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS**

All bidders are required to submit a current affidavit as required below, failure to do so will mean disqualification and rejection of the bid.

Excerpt from Public Law 1844, Section 44. A new Section 6961.3 is added to the **Government Code to read:**

"Section 6961.3. Disclosure of major shareholders. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and 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 been 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. The affidavit shall be open and available to the public for inspection and copying."

NOTES:

1. Each affidavit is only good for the month within which it was prepared and notarized.

EXAMPLE:

- A. A bidder intends to participate in bids scheduled for February 5, 15, and 25, 200X. He must submit a NEW AFFIDAVIT ON OCTOBER 5 bid and may submit COPIES for October 15 and 25 bids.
  - B. A bidder intends to participate in bid scheduled for February 28 and March 1, 200X. He must submit a NEW NOTARIZED AFFIDAVIT for EACH BID.
2. The date of signature by the bidder must be the same date of signature endorsed by the Notary Public official.

MAJOR SHAREHOLDERS OF DISCLOSURE AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) SS.  
CITY OF \_\_\_\_\_ )

I, undersigned, being first duly sworn, deposes and say that I am an authorized representative of the Offeror, and that:

1. *[Please check one]:*

The Offeror and individual or sole proprietor and owns the entire (100%) interest in the biddings or Offering business.

The Offeror is a corporation, partnership, joint venture, or association, and the persons, companies, partners, or joint ventures who have held more than (10%) of the shares or interest in the bidding or offering business during the 365 days immediately preceding the submission date are as follows: *[if none, please so state]*

<u>Name</u>	<u>Address</u>	Percentage of <u>Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Persons who have received or are entitled to receive 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 *[if none, please so state]*:

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

3. The Offeror has not violated, is not violating and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR §11206 (Gratuities and Kickbacks).

4. If the ownership of the bidding or offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 G.C.A. § 5233 by making another affidavit.

*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.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

In and for the Territory of Guam

My commission expires \_\_\_\_\_.

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID/PROPOSAL.**

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) ss:  
CITY OF \_\_\_\_\_ )

I, \_\_\_\_\_ first being duly sworn, depose and say,

1. That he/she is \_\_\_\_\_ (a partner or Officer of firm, of, etc.) the party making the foregoing offer (Identify by Request for Proposal/Invitation For Bid project title and brief description.
2. That such offeror/bid is genuine and not collusive or a sham.
3. That said Offer/Bidder has not colluded, conspired, convinced or agreed, directly or indirectly, with any other offer, bidder, or persons, to put in a sham offer or to refrain from submitting an offer, and has not in any manner, directly or indirectly, mouth by agreement or collusion, or communication or conference, with any person to fine profit, overhead or cost element or that of any other bidder, or to secure any advantage against the Office of the Governor of Guam or any person interested in the contract, and
4. That all statements in said offer/bid are true.

Signature of individual if Proposer/Bidder is a sole Proprietorship; Partner, if the bidder/ Offeror is a Partnership; Officer, if the bidder/ Offeror is a Corporation.

SUBSCRIBED AND SWORN to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
)Seal(

\_\_\_\_\_  
Notary Public  
In and for the Territory of Guam  
My Commission Expires:

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING  
BID/PROPOSAL.**



SPECIAL PROVISIONS

Bid No. \_\_\_\_\_

For: \_\_\_\_\_

**RESTRICTION AGAINST SEX OFFENDERS EMPLOYED BY SERVICE PROVIDERS TO GOVERNMENT  
OF GUAM FROM WORKING ON GOVERNMENT PROPERTY.**

If a contract for services is awarded to a contractor, 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 an award of a contract, then the service provider warrants that it will notify the government of the conviction within twenty-four (24) 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 (24) 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 the twenty-four (24) hours of notice from the government, then the government in its sole discretion may suspend temporarily and contract for services until correction action has been taken.

\_\_\_\_\_  
Name of Contractor (Print)

\_\_\_\_\_  
Signature of Contractor

Date: \_\_\_\_\_

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

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_ (Name of Contractor)  
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 (60) 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 (Contractor) 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 contractor 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 used 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 contractor 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 Contractor under the Contract and any amendments thereto, less the amount properly paid by the Authority to Contractor. No right of action shall accrue on this bond to or for use of any person or corporation other than the Authority of successors of the Authority.

C. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor 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.

The above named Contractor 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.

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

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

The Contractor, the Authority, or 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 Contractor 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.

E. The amount of the payment 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 \_\_\_\_\_, 20\_\_\_\_, A.D.

IN THE PRESENCE OF:

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

\_\_\_\_\_  
(WITNESS) (CONTRACTOR) (SEAL)

\_\_\_\_\_  
(TITLE) (TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY) (MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE) (TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

**Guam Waterwork Authority**  
**GENERAL TERMS AND CONDITIONS**  
**SEALED BID SOLICITATION AND AWARD**

**Only those circled below are applicable to this bid.**

- [1.1] **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (SGCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Compiler of Laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [2.] **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the bidder to provide the Government Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [3.] **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [4.] **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on Licenses may be obtained from the Director of Revenue and Taxation.
- [5.] **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses to do business on Guam in accordance with Section 5008 of the Guam Procurement Act (SGCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [6.] **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **"ALL OR NONE BIDS:** Unless otherwise allowed under this Solicitation, "all or none" bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.
- NOTE:** By checking this item, the Government is requesting all of the bid items to be bid or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-301.06 of the Guam Procurement Regulations.
- [8.] **INDEPENDENT DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government Code.
- [9.] **BIDDER'S PRICES:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [10.] **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [11.] **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope. Bid Guarantee is to be held by the Guam Waterworks Authority until the delivery of the supplies or services required by any contract awarded to the contractor under the associated Invitation for Bid is completed. ( Public Law 27-127) The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Waterworks Authority in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal checks will not be accepted as Bid Guarantee. Bid will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's Check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid (GPR Section 3-202.03.3).

12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Guam Waterworks Authority issued by any of the local Banks or Bonding Institution in the amount equal to \_\_\_\_\_ percent

\_\_\_\_\_ % of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the

account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202.03.4).

- [13.] **PERFORMANCE GUARANTEE:** Bidder's who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 12 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.

14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The Surety must be an Insurance Company, authorized by the Government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.

- [15.] **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

- [16.] **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).

- [17.] **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of Items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.

- [18.] **THE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3-202.15.2, or to reject all such bids (GPR Section 3-202.15.2).

- [19.] **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

- [20.] **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a 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 product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, 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 conform(s) to 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. Note: **Must be in English.**

21. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the Bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

- [23.] **AWARD, CANCELLATION & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bids received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).

- [24.] **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than ¾" in height.

- [25.] **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Guam Waterworks Authority. Telephone Nos. 647-7835 or 7864, at least twenty-four (24) hours before delivery of any item under this solicitation.
26. **BILL OF SALE:** Successful Supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [27.] **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery.
- [28.] **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
29. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with requirements of the National Traffic and Motor Vehicle Safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
31. **GUARANTEE:**  
a) **Guarantee of Vehicle Type of Equipment:**  
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than (see attached bid) after date of receipt. Of equipment. Bidder shall also provide service to the equipment for at least (see attached bid). Service to be provided shall include, but will not be limited to tune-ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from contractors, backhoes, etc.  
b) **Guarantee of Other Type of Equipment:**  
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance, as specified on the Bid. All parts found defective within that period shall be replaced by the Contractor without cost to GWA. Repairs, adjustments or replacements of defective parts shall be completed by the Contractor  
c) **Compliance with this Section is a condition of this Bid.**
- [32.] **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [33.] **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [34.] **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [35.] **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [36.] **CHANGE ORDER:** Any change order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.03.1 of the Guam Procurement Regulations.
- [37.] **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.04.3 of the Guam Procurement Regulations.
- [38.] **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Guam Procurement Regulations.
- [39.] **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in

default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.

**[40.] JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

**[41.] LIQUIDATED DAMAGES:** When the Contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101.09.1).

**[42.] PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reason of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the Contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

**[43.] CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

**Guam Waterworks Authority**  
**Invitation for Bid Number: GWA 2008-10**  
**(Heavy Duty Pallets)**

**I. Bid Items**

<u>Item No.:</u>	<u>Description:</u>	<u>Qty.:</u>	<u>Unit Cost:</u>	<u>Total Cost:</u>
1.0	Heavy Duty Standard Pallets.	500 each	_____	_____

**General Specifications on Items 1.0.**

- Size: 44" x 44" x 6" (1100 x 1100 x 150mm)
- Load Capacity: 8000 lbs minimum.
- Forklift and hand jack capable.

**Characteristics:**

- Made of high density polyethylene (HDPE) or better.
- Designed to provide maximum shock resistance.
- High performance standards in dynamic and static load capacities.
- Four way entrances to accommodate forklifts and other moving equipment.
- Able to withstand high temperature.
- Resistance to chemicals.
- No moisture absorption.

**Bidding On:**

MFG: \_\_\_\_\_

Brand: \_\_\_\_\_

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

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

John M. Benavente  
GWA General Manager (interim)  
578 North Marine Corps Drive  
Tamuning, GU 96913  
Fax: (671) 646-2335

A copy of all inquiries must also be provided to:

Vince Guerrero  
GWA Supply Management Administrator (acting)  
578 North Marine Corps Drive  
Tamuning, GU 96913  
Fax: (671) 647-7850

### 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.

#### **E. REJECTION**

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

#### **F. TAXES**

Offerors 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.

#### **G. 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.

#### **H. 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 commission payable by the bidder upon contracts or sales secure or made through bonafide established commercial or selling agencies maintained by the bidder for the purpose of securing business.

#### **I. 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.

#### **J. 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 inspection and copying.

## **K. 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.

## **L. ASSIGNMENT**

An assignment of any portion of a contract or obligation as a result of this Bid is not valid unless written approval is first obtained from GWA. Request 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.

## **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.

## **N. STANDARD FOR DETERMINATION OF WHETHER BIDDER IS QUALIFIED**

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

- A. The ability, capacity, and skill of the bidder to perform (i.e, is bidder qualified);
- B. Whether GWA believes that the bidder can perform promptly or within the specified time;
- C. The character, integrity, reputation, judgment experience, and efficiency of the bidder;
- D. The sufficiency of the financial resources and ability of the bidder to perform;
- E. Whether the bidder has submitted all documents required under this Bid; and
- F. 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 "N" above for standards).

**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 \$15.00 fee must be paid before acceptance of bid. All payments shall be by cash, certified check or money order and shall be made payable to the GWA.

**S. BID ENVELOPE**

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

**T. FORM OF BID**

All bids must be submitted in writing. Bids should include a listing of current and former business clients and a description of the type of services provided or being provided. At a minimum, the bid should include a complete resume of the bidder firm, including a resume of the entity's principal(s) that will be preparing or presenting the completed work.

**U. MODIFICATION / ALTERATION**

After the receipt and opening of bids and at its option, GWA or its designee(s), may conduct discussions with bidders that have submitted valid bids for the purpose of clarification to assure full understanding and responsiveness to the solicitation requirement. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and

revision to bids and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. However, please bear in mind that bids should be submitted initially on the bidder's most favorable terms. 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 the conclusion of discussions, as provided herein.

**W. CONTACT FOR CONTRACT NEGOTIATION**

Please designate a person whom we may contact for prompt negotiation.

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

**X. NEGOTIATION AND AWARD OF CONTRACT**

The lowest responsible bidder may be required to enter into a contract with GWA on terms and conditions acceptable to GWA. The bidder who submits the lowest responsible bid for the required services or supplies may enter into such 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 and facilities 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 contract 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).

### 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, although if GWA does issue a Purchase Order, the terms and conditions in this bid will apply as if fully set forth in the Purchase Order regardless of whether or not stated.
- 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. The successful bidder shall warrant that all goods and services to be provided hereunder are fit for the intended purpose 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 for a period of not less than one year. However, if the manufacturer provides a warrant for any period of time greater than one year for any item, that warranty period shall be extended to GWA.  
  
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, GWA will not be required by the bidder to contact any manufacturer directly unless the bidder is the manufacturer of all goods provided hereunder.
- G. Bidders are advised that they are required to follow all applicable laws, rules and regulations relating to the provision of goods and services.
- H. 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, Bid Bond, and any other form required to complete their bid.

I. Termination.

If the Contractor refuses or fails to perform any of the provisions of this performance required under this bid with such diligence as will ensure its completion within the time specified in the contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the Contract, the Procurement Officer may notify the Contractor in writing of the delay or non-performance and if not cured in two (2) business days the Procurement Officer may terminate Contractor'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, the Procurement Officer may procure similar services in a manner and upon terms deemed appropriate by the Procurement Officer.

This invitation is subject to the attached Special Provisions, General Terms and Conditions and Sealed Bid Solicitation Instructions except as stated.

J. Proprietary Information.

- All data and documents relative to performance by Contractor under this Bid rightfully belongs to GWA and is proprietary in nature. The contractor, its employee or its agents shall not divulge, exchange, sell or discuss information and is prohibited from removing any documents, materials or supplies from GWA premises. If Contractor does release such information, Contractors Bid and Performance bond shall be forfeited.
- Data information is sensitive and confidential in nature. The contractor or its agents shall be prohibited from copying, recording and removing information in any form from the premises.
- The company who is submitting a bid cannot be owned by any person or family member of any who is to provide to Guam Waterworks Authority under the terms of the contract.

K. Payment.

- GWA will pay the vendor upon submittal and verification of an invoice on a net 30-day basis (payment due not later than 30 days following GWA verification). GWA will pay 6% interest on payments more than 60 days past due.

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## IV. SPECIAL PROVISIONS

### 1. Bid and Performance Bond Requirement:

- 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. Failure to submit a proper bid bond will **cause the bid to be rejected. All bonds shall clearly indicate on their face that they are to not only secure and hold bids submitted by vendors, but they shall also be used to secure the faithful performance of the named vendor under this Bid and any subsequent contract entered into between the parties.** Presentation of bonds on Guam is required.
- 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 contractor under the associated Invitation for Bid is completed to secure the faithful performance under this Bid (i.e., until warranty period has ended).

### THE BID AND 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 Contractor 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. Submission of Bids.

All questions must be submitted in writing to the procurement office mentioned above and addressed to Vince Guerrero, Supply Management Administrator (acting). Questions must be submitted no later than 5 days prior to the bid opening schedule and questions submitted after that date shall not be responded to except at the discretion of the GWA

General Manager. All questions can be faxed to 647-7850, please call 647-7835/7864 to confirm your fax transmittal.

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 Procurement & Supply Section Warehouse office. Located in  
Tanning, Guam behind the main GWA building.  
Contact Number: 671-647-7835 or 7864.

#### **5. Special Note.**

The successful bidder, by submitting a bid, agrees to save and hold harmless the Consolidated Commission on Utilities, its employees, 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 arising or growing out of the acts or omissions of the bidder, bidder's officers, agents, servants, subcontractors or employees under this agreement.

#### **6. Cost:**

- Total bid amount (cost) must include CIF and delivery \*(see #7 below).

#### **7. Delivery:**

- The vendor will be responsible for all cost 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 GWA's,
- Delivery time is 30 to 45 days from the Notice to Proceed.

These specifications were approved and/or prepared by John M. Benavente P.E., Interim General Manager.