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9 **BEFORE THE GUAM PUBLIC UTILITIES COMMISSION**

10 IN THE MATTER OF:

11 **GWA DOCKET NO. 26-06**

12 **THE GUAM WATERWORKS
13 AUTHORITY'S APPROVAL OF
14 CONTRACTS WITH JMI-EDISON
15 AND TOTAL CHEMICAL
16 RESOURCES**

17 **PETITION FOR APPROVAL OF
18 CONTRACTS WITH JMI-EDISON AND
19 TOTAL CHEMICAL RESOURCES FOR
20 WASTEWATER CHEMICALS FOR
21 THE HAGATNA WASTEWATER
22 TREATMENT PLANT (IFB 2024-16)**

23 The GUAM WATERWORKS AUTHORITY ("GWA"), by and through its counsel of
24 record, THERESA G. ROJAS, hereby files its Petition seeking PUC's approval to award a
25 Contract to JMI-Edison and Total Chemical Resources for the purchase of Wastewater Chemicals
26 for the Hagatna Wastewater Treatment Plant.

27 **I. BACKGROUND**

28 As part of the 2011 Court ("CO") Order Projects, GWA has critical projects including
system upgrades at the Hagatna Wastewater Treatment Plant (HWWTP) to use Chemically
Enhanced Primary Treatment as specified in § II A Paragraph 2 and 5 of the CO. The Chemically
Enhanced Primary Treatment requires the purchase of chemicals for the application of the
treatment process at the HWWTP.

GWA issued Invitation for Bid ("IFB") 2024-16 to solicit bid proposals from experienced
and responsive bidders to provide chemicals necessary for GWA to continue to operate the
Hagatna WWTP in compliance with the Court Order Requirements. Three bid proposals were

1 received by GWA, however, two of the bid submissions were deemed responsive and responsible
2 and who offered chemicals meeting the requirements in IFB 2024-16. GWA's review committee
3 evaluated the IFB 2024-16 offers and determined that the best offer was made by Total Chemical
4 Resources for Bid Item Number 1.0, and JMI Edison for Bid Items Numbers 2.0 and 3.0.

5 GWA conditionally accepted Total Chemical Resources bid proposal of \$1.44 lb. to
6 supply Inorganic Coagulant, Product Name, Gulbrandsen Technologies, for an annual cost of
7 Five Hundred Twenty-Five Thousand Nine Hundred Forty-Seven Dollars and Four Cents,
8 (\$525,947.04), and for a three (3) year contract totaling One Million Five Hundred Seventy-Seven
9 Thousand Eight Hundred Forty-One Dollars and Twelve Cents (\$1,577,841.12).

10 IFB 2024-16 also gives GWA Management the option to renew the contract for two (2)
11 One-Year Extension Options for the Inorganic Coagulant, if deemed necessary and prudent, and
12 the costs associated with these extension options is One Million Fifty-One Thousand Eight
13 Hundred Ninety-Four Dollars and Eight Cents (\$1,051,894.08).

14 GWA also conditionally accepted JMI Edison's of \$1.41 to supply Flocculant
15 Aide/Coagulant, Product Name Hydrex 6104, for an annual cost of Eighty-Eight Thousand Six
16 Hundred Eighty-One Dollars and Twenty-Five Cents (\$88,681.25), and for a three (3) year
17 contract totaling Two Hundred Sixty-Six Thousand Forty-Three Dollars and Seventy-Five Cents
18 (\$266,043.75).

19 IFB 2024-16 also gives GWA Management the option to renew the contract for two (2)
20 One-Year Extension Options for the Flocculant Aide/Coagulant, if deemed necessary and
21 prudent, and the cost associated with these extension options is One Hundred Seventy-Seven
22 Thousand Three Hundred Sixty-Two Dollars and Fifty Cents (\$177,362.50).

1 GWA also conditionally accepted JMI Edison's bid proposal of \$1.91 for Sludge
2 Dewatering Cationic Polymer, Product Name Hydrex 6402, for an annual cost of One Hundred
3 Thirty-One Thousand Eight Hundred Forty-Eight Dollars and Thirty-Four Cents (\$131,848.34)
4 and for a three (3) year contract totaling Three Hundred Ninety-Five Thousand Five Hundred
5 Forty-Five Dollars and Two Cents (\$395,545.02).

6
7 IFB 2024-16 also give GWA Management the option to renew the contract for two (2)
8 One-Year Extension Options for the Sludge Dewatering Cationic Polymer, if deemed necessary
9 and prudent, and the cost associated with these extension options is Two Hundred Sixty-Three
10 Thousand Six Hundred Ninety-Six Dollars and Sixty-Eight Cents (\$263,696.68)

11 **II. REQUEST FOR APPROVAL**

12
13 Pursuant to its Contract Review Protocol, GWA hereby seeks the PUC's approval to
14 enter into a three year contract with Total Chemical Resources in the amount of One Million
15 Five Hundred Seventy-Seven Thousand Eight Hundred Forty-One Dollars and Twelve Cents
16 (\$1,577,841.12), for the purchase of Inorganic Coagulant, with the option to extend the contract
17 for two (2) One-Year extension at a cost of One Million Fifty-One Thousand Eight Hundred
18 Ninety-Four Dollars and Eight Cents (\$1,051,894.08) to bring the total authorized amount to
19 Two Million Six Hundred Twenty-Nine Thousand Seven Hundred Thirty-Five Dollars and
20 Twenty Cents (\$2,629,735.20).

21
22 GWA Management further seeks PUC's approval of a ten percent (10%) contingency of
23 the potential five-year contract with Total Chemicals for the purchase of Inorganic Coagulant
24 totaling Two Hundred Sixty-Two Thousand Nine Hundred Seventy-Three Dollars and Fifty-
25 Two Cents (\$262,973.52) to bring an overall funding authorization to Two Million Eight
26
27
28

1 Hundred Ninety-Two Thousand Seven Hundred Eight Dollars and Seventy-Two Cents
2 (\$2,892,708.72).

3 GWA Management further seeks PUC's approval to enter into a three year contract with
4 JMI Edison in the amount of Two Hundred Sixty-Six Thousand Forty-Three Dollars and
5 Seventy-Five Cents (\$266,043.75) for the purchase of Flocculant Aide/Coagulant with the option
6 to extend the contract for two (2) One-Year extension at a cost of One Hundred Seventy-Seven
7 Thousand Three Hundred Sixty-Two Dollars and Fifty Cents (\$177,362.50) to bring the total
8 authorized amount to Four Hundred Forty-Three Thousand Four Hundred Six Dollars and
9 Twenty-Five Cents (\$443,406.25).

10
11 GWA Management further seeks PUC's approval of a ten percent (10%) contingency of
12 the potential five-year contract with JMI Edison for the purchase of Flocculant Aide/Coagulant
13 totaling Forty-Four Thousand Three Hundred Forty Dollars and Sixty-Three Cents (\$44,340.63)
14 to bring an overall funding authorization to Four Hundred Eighty-Seven Thousand Seven
15 Hundred Forty-Six Dollars and Eighty-Eight Cents (\$487,746.88)

16
17 GWA Management further seeks PUC's approval to enter into a three-year contract with
18 JMI Edison in the amount of Three Hundred Ninety-Five Thousand Five Hundred Forty-Five
19 Dollars and Two Cents (\$395,545.02) for the purchase of Sludge Dewatering Cationic Polymer
20 with the option to extend the contract for two (2) One-Year extension at a cost of Two Hundred
21 Sixty-Three Thousand Six Hundred Ninety-Six Dollars and Sixty-Eight Cents (\$263,696.68) to
22 bring the total authorized amount to Six Hundred Fifty-Nine Thousand Two Hundred Forty-One
23 Dollars and Seventy Cents (\$659,241.70).

24
25 GWA Management further seeks PUC's approval of a ten percent (10%) contingency of
26 the potential five-year contract with JMI Edison for the purchase of Sludge Dewatering Cationic
27

1 Polymer totaling Sixty-Five Thousand Nine Hundred Twenty-five Dollars and Seventeen Cents
2 (\$65,925.17) to bring an overall funding authorization to Seven Hundred Twenty-Five Thousand
3 One Hundred Sixty-Five Dollars and Eighty-Seven Cents (\$725,165.87)

4 In support of this Petition, the CCU has approved GWA's request to enter into contract
5 with Total Chemical Resources and JMI Edison for the purchase of Wastewater chemicals for the
6 Hagatna Wastewater Treatment by its adoption of CCU GWA Resolution No. 12-FY2026. This
7 Resolution is attached hereto as **Exhibit A** and are incorporated by reference as if fully set forth
8 herein.
9

10 III. CONCLUSION

11 Based on the foregoing, GWA respectfully requests the PUC approve the contract
12 with Total Chemical to purchase chemicals in an amount not to exceed Two Million Eight
13 Hundred Ninety-Two Thousand Seven Hundred Eight Dollars and Seventy-Two Cents
14 (\$2,892,708.72), with the option to renew for an additional two (2) One-Year Extensions.
15

16 GWA also respectfully requests the PUC approve the contract with JMI Edison to
17 purchase chemicals in an amount not to exceed One Million Two Hundred Twelve Thousand
18 Nine Hundred Twelve Dollars and Seventy Cents (\$1,212,912.27), with the option to renew for
19 an additional two (2) One-year Extensions.
20

21 **RESPECTFULLY SUBMITTED** this 6th day of April 2026.
22
23

24 By: _____/s/_____
25 **THERESA G. ROJAS**
26 GWA Legal Counsel
27
28



GWA RESOLUTION NO. 12-FY2026

RELATIVE TO APPROVAL OF THE CONTRACT WITH JMI-EDISON AND TOTAL CHEMICAL RESOURCES INC, FOR THE PURCHASE OF CHEMICALS FOR THE HAGATNA WASTEWATER TREATMENT PLANT (IFB 2024-16)

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, GWA currently has a number of critical 2011 Court Order (“CO”) Projects, including system upgrades at the Hagatna (HWWTP), Wastewater Treatment Plant, to use Chemically Enhanced Primary Treatment as specified in § II A Paragraph 2 and 5 of the CO; and

WHEREAS, the Chemically Enhanced Primary Treatment requires the purchase of chemicals for the application of the treatment process at the HWWTP; and

WHEREAS, GWA issued Bid 2024-16 (see Exhibit A) to solicit bids proposals from experienced and responsive bidders to provide chemicals necessary for GWA to continue to operate the Hagatna WWTP in compliance with the Court Order Requirements; and

WHEREAS, there were three bid proposals received by GWA however two of the bid submission were deemed responsive and responsible and who offered chemicals meeting the requirements in IFB 2024-16; and

//

//

1 **WHEREAS**, the IFB 2024-16 offers were evaluated by GWA’s review committee who
2 determined that the best offer was made by Total Chemical Resources for Item Number 1.0, and
3 JMI Edison for Item Number 2.0 and Item Number 3.0; and
4

5 **WHEREAS**, GWA conditionally accepted Total Chemical Resources bid proposal (see
6 Exhibit B) of \$1.44 lb. to supply Inorganic Coagulant, Product Name, Gulbrandsen
7 Technologies, for an annual cost of Five Hundred Twenty-Five Thousand Nine Hundred Forty-
8 Seven Dollars and Four Cents, (\$525,947.04), and for a three (3) year contract totaling One
9 Million Five Hundred Seventy-Seven Thousand Eight Hundred Forty-One Dollars and Twelve
10 Cents (\$1,577,841.12); and
11

12 **WHEREAS**, IFB 2024-16 also gives GWA Management the option to renew the
13 contract for two (2) One-Year Extension Options for the Inorganic Coagulant, if deemed
14 necessary and prudent, and the cost associated with these extension options is One Million Fifty-
15 One Thousand Eight Hundred Ninety-Four Dollars and Eight Cents (\$1,051,894.08); and
16

17 **WHEREAS**, GWA also conditionally accepted JMI Edison bid proposal (see Exhibit C) of
18 \$1.41 to supply Flocculant Aide/Coagulant, Product Name Hydrex 6104, for an annual cost of
19 Eighty-Eight Thousand Six Hundred Eighty-One Dollars and Twenty-Five Cents (\$88,681.25),
20 and for a three (3) year contract totaling Two Hundred Sixty-Six Thousand Forty-Three Dollars
21 and Seventy-Five Cents (\$266,043.75), and
22

23 **WHEREAS**, IFB 2024-16 also gives GWA Management the option to renew the
24 contract for two (2) One-Year Extension Options for the Flocculant Aide/Coagulant, if deemed
25 necessary and prudent, and the cost associated with these extension options is One Hundred
26 Seventy-Seven Thousand Three Hundred Sixty-Two Dollars and Fifty Cents (\$177,362.50); and
27

28 **WHEREAS**, GWA also conditionally accepted JMI Edison bid proposal (see Exhibit C) of
29 \$1.91. for Sludge Dewatering Cationic Polymer, Product Name Hydrex 6402, for an annual cost
30 of One Hundred Thirty-One Thousand Eight Hundred Forty-Eight Dollars and Thirty-Four Cents

1 (\$131,848.34), and for a three (3) year contract totaling Three Hundred Ninety-Five Thousand
2 Five Hundred Forty-Five Dollars and Two Cents (\$395,545.02), and

3
4 **WHEREAS**, IFB 2024-16 also gives GWA Management the option to renew the
5 contract for two (2) One-Year Extension Options for the Sludge Dewatering Cationic Polymer, if
6 deemed necessary and prudent, and the cost associated with these extension options is Two
7 Hundred Sixty-Three Thousand Six Hundred Ninety-Six Dollars and Sixty-Eight Cents
8 (\$263,696.68); and

9
10 **WHEREAS**, GWA Management seeks CCU approval to enter into a three year contract
11 with Total Chemical Resources in the amount of One Million Five Hundred Seventy-Seven
12 Thousand Eight Hundred Forty-One Dollars and Twelve Cents (\$1,577,841.12), for the purchase
13 of Inorganic Coagulant, with the option to extend the contract for two (2) One-Year extension at
14 a cost of One Million Fifty-One Thousand Eight Hundred Ninety-Four Dollars and Eight Cents
15 (\$1,051,894.08) to bring the total authorized amount to Two Million Six Hundred Twenty-Nine
16 Thousand Seven Hundred Thirty-Five Dollars and Twenty Cents (\$2,629,735.20); and

17
18 **WHEREAS**, GWA Management further seeks CCU approval of a ten percent (10%)
19 contingency of the potential five-year contract with Total Chemicals for the purchase of
20 Inorganic Coagulant totaling Two Hundred Sixty-Two Thousand Nine Hundred Seventy-Three
21 Dollars and Fifty-Two Cents (\$262,973.52) to bring an overall funding authorization to Two
22 Million Eight Hundred Ninety-Two Thousand Seven Hundred Eight Dollars and Seventy-Two
23 Cents (\$2,892,708.72); and

24
25 **WHEREAS**, GWA Management further seeks CCU approval to enter into a three year
26 contract with JMI Edison in the amount of Two Hundred Sixty-Six Thousand Forty-Three
27 Dollars and Seventy-Five Cents (\$266,043.75), for the purchase of Flocculant Aide/Coagulant,
28 with the option to extend the contract for two (2) One-Year extension at a cost of One Hundred
29 Seventy-Seven Thousand Three Hundred Sixty-Two Dollars and Fifty Cents (\$177,362.50) to
30 bring the total authorized amount to Four Hundred Forty-Three Thousand Four Hundred Six
31 Dollars and Twenty-Five Cents (\$443,406.25); and

1 **WHEREAS**, GWA Management further seeks CCU approval of a ten percent (10%)
2 contingency of the potential five-year contract with JMI Edison for the purchase of Flocculant
3 Aide/Coagulant totaling Forty-Four Thousand Three Hundred Forty Dollars and Sixty-Three
4 Cents (\$44,340.63) to bring an overall funding authorization to Four Hundred Eighty-Seven
5 Thousand Seven Hundred Forty-Six Dollars and Eighty-Eight Cents (\$487,746.88); and
6

7 **WHEREAS**, GWA Management further seeks CCU approval to enter into a three year
8 contract with JMI Edison in the amount of Three Hundred Ninety-Five Thousand Five Hundred
9 Forty-Five Dollars and Two Cents (\$395,545.02), for the purchase of Sludge Dewatering
10 Cationic Polymer, with the option to extend the contract for two (2) One-Year extension at a cost
11 of Two Hundred Sixty-Three Thousand Six Hundred Ninety-Six Dollars and Sixty-Eight Cents
12 (\$263,696.68) to bring the total authorized amount to Six Hundred Fifty-Nine Thousand Two
13 Hundred Forty-One Dollars and Seventy Cents (\$659,241.70); and
14

15 **WHEREAS**, GWA Management further seeks CCU approval of a ten percent (10%)
16 contingency of the potential five-year contract with JMI Edison for the purchase of Sludge
17 Dewatering Cationic Polymer totaling Sixty-Five Thousand Nine Hundred Twenty-Five Dollars
18 and Seventeen Cents (\$65,925.17) to bring an overall funding authorization to Seven Hundred
19 Twenty-Five Thousand One Hundred Sixty-Five Dollars and Eighty-Seven Cents (\$725,165.87);
20 and
21

22 **WHEREAS**, the source of funding for the chemical purchases will be from the GWA
23 Revenue Funds.
24

25 **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities
26 does hereby approve the following:

- 27 1. The recitals set forth above hereby constitute the findings of the CCU.
- 28 2. The CCU finds that the terms of the bid proposals submitted by Total
29 Chemical Resources, and JMI Edison are fair and reasonable.
- 30 3. The CCU hereby authorizes the management of GWA to enter into a contract
31 with Total Chemical Resource to purchase chemicals in the amount of One
Million Five Hundred Seventy-Seven Thousand Eight Hundred Forty-One

1 Dollars and Twelve Cents (1,577,841.12) for three (3) years, with the option
2 to renew an additional two (2) one (1) year Terms in the amount of One
3 Million Fifty-One Thousand Eight Hundred Ninety-Four Dollars and Eight
4 Cents (\$1,051,894.08) to bring the total authorized amount to Two Million
5 Six Hundred Twenty-Nine Thousand Seven Hundred Thirty-Five Dollars and
6 Twenty Cents (\$2,629,735.20). The CCU hereby further authorizes a ten
7 percent (10%) contingency of the potential five-year contract with Total
8 Chemicals for the purchase of Inorganic Coagulant totaling Two Hundred
9 Sixty-Two Thousand Nine Hundred Seventy-Three Dollars and Fifty-Two
10 Cents (\$262,973.52) to bring an overall funding authorization to Two Million
11 Eight Hundred Ninety-Two Thousand Seven Hundred Eight Dollars and
12 Seventy-Two Cents (\$2,892,708.72).

13 4. The CCU hereby further authorizes the management of GWA to enter into a
14 contract with JMI Edison for the purchase of Flocculant Aide/Coagulant
15 chemicals in the amount of Two Hundred Sixty-Six Thousand Forty-Three
16 Dollars and Seventy-Five Cents (\$266,043.75) for three (3) years, with the
17 option to renew an additional two (2) one (1) year terms in the amount of One
18 Hundred Seventy-Seven Thousand Three Hundred Sixty-Two Dollars and
19 Fifty Cents (\$177,362.50) to bring the total authorized amount to Four
20 Hundred Forty-Three Thousand Four Hundred Six Dollars and Twenty-Five
21 Cents (\$443,406.25). The CCU hereby further authorizes a ten percent (10%)
22 contingency of the potential five-year contract with JMI Edison for the
23 purchase of Flocculant Aide/Coagulant totaling Forty-Four Thousand Three
24 Hundred Forty Dollars and Sixty-Three Cents (\$44,340.63) to bring an overall
25 funding authorization to Four Hundred Eighty-Seven Thousand Seven
26 Hundred Forty-Six Dollars and Eighty-Eight Cents (\$487,746.88).

27 5. The CCU hereby further authorizes the management of GWA to enter into a
28 contract with JMI Edison for the purchase of Sludge Dewatering Cationic
29 Polymer in the amount of Three Hundred Ninety-Five Thousand Five
30 Hundred Forty-Five Dollars and Two Cents (\$395,545.02) for three (3) years,
31 with the option to renew an additional two (2) one (1) year terms in the

1 amount of Two Hundred Sixty-Three Thousand Six Hundred Ninety-Six
2 Dollars and Sixty-Eight Cents (\$263,696.68) to bring the total authorized
3 amount to Six Hundred Fifty-Nine Thousand Two Hundred Forty-One Dollars
4 and Seventy Cents (\$659,241.70). The CCU hereby further authorizes a ten
5 percent (10%) contingency of the potential five-year contract with JMI Edison
6 for the purchase of Sludge Dewatering Cationic Polymer totaling Sixty-Five
7 Thousand Nine Hundred Twenty-Five Dollars and Seventeen Cents
8 (\$65,925.17) to bring an overall funding authorization to Seven Hundred
9 Twenty-Five Thousand One Hundred Sixty-Five Dollars and Eighty-Seven
10 Cents (\$725,165.87).

- 11 6. GWA Management is hereby authorized to seek PUC approval as required by
12 the Contract Review Protocol.
13

14 **RESOLVED**, that the Chairman certified, and the Board Secretary attests to the adoption
15 of this Resolution.
16

17 **DULY AND REGULARLY ADOPTED**, this 24th day of February 2026.
18

19 Certified by:

20  2/24

21 _____
22 **FRANCIS E. SANTOS**

23 Chairperson

Attested by:

24 

25 _____
26 **MELVIN F. DUENAS**

27 Secretary
28
29 //
30
31 //

SECRETARY'S CERTIFICATE

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

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

AYES: 5
NAYS: 0
ABSENT: 0
ABSTAIN: 0



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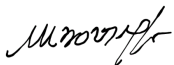
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INVITATION TO BID

The GUAM WATERWORKS AUTHORITY will receive sealed bids for **Wastewater Treatment Chemicals** for the **Hagåtña Wastewater Treatment Plant (HWWTP)** in **GWA IFB. NO. 2024-16**. Bids will be accepted until **10:00 a.m.** Chamorro Standard Time, Wednesday, July 31, 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 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 bid/performance bond, Surety Bond, certified check or cashier 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 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. Bordallo, P.E.
General Manager

GWA STAMP ISSUE DATE:

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GUAM WATERWORKS AUTHORITY

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P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 300-6846/48 Fax No. (671) 648-3290

Invitation for Bid Number: IFB 2024-16

**WASTEWATER TREATMENT CHEMICALS
FOR HAGÁTÑA WASTEWATER TREATMENT PLANT**

This is an "*Indefinite Quantity Bid*"

I. INSTRUCTIONS TO BIDDERS

A. INTRODUCTION.

The Guam Waterworks Authority (GWA), hereinafter referred to as GWA, is inviting suppliers of chemicals to participate in a Bid to provide chemicals necessary to operate GWA's Hagåtña Wastewater Treatment Plant (HWWTP).

The HWWTP continues to operate in the Chemically Enhanced Primary Treatment (CEPT) mode.

This bid will be for a minimum of three years supply of offered materials with the option to renew for additional two (2) each, one (1) year extensions.

The first delivery of chemicals under this procurement will be on or after **Month Day, Year**.

Justification:

This bid lists current chemicals and brand name products that GWA has already used & tested and GWA has found those chemicals are able to perform and keep the HWWTP in compliance with federal laws, permits and guidelines. The rates of consumption for these brands are already known. The data for these chemicals are listed in section C below. The acceptance of products with known history is expected to be at the use rates already known by GWA for these offered materials at the rates listed solely for the HWWTP.

This bid price will consist of unit costs based on the performance evaluation of the products listed herein. The product unit price will be multiplied by the known annual use rate, to determine the equivalent annual cost for each product offered. Bids will be awarded based on the lowest annual cost according to the formula specified herein.

Please note that the act of submitting a bid to this Invitation for Bid constitutes a confirmation on the part of the Bidder that they have read every document, appendix and provision and agree to all terms and conditions contained within this Bid

(For Newly Offered Chemical(s) that are not listed in the known performance tables, a testing protocol is listed in Section 3 below with details in IFB 2024-008, FOR WASTEWATER TREATMENT CHEMICALS FOR NORTHERN DISTRICT WASTEWATER TREATMENT PLANT (NDWWTP) AND AGAT-SANTA RITA WASTE WATER TREATMENT PLANT. (ASRWWTP) AND UMATAC-MERIZO WASTE WATER TREATMENT PLANT (UMWWTP) and will be afforded any bidder proposing newly offered materials.)

B. DETAILED PROCEDURES.

1. Proposal Contents General.

Each Proposal shall contain a complete and clear description of how the Bidder proposes to meet all requirements of the bid. Each proposal shall at a minimum include the following:

- a) Cover page.
- b) Responses and supporting information to indicate exactly how the bidder intends to comply with the requirements of this bid, including, but not limited to the following:
 - i. Detailed description of products required and the manufacturer; exclusive of designated proprietary information or “trade secrets.”
 - ii. How the bidder intends to ship and deliver the product to meet delivery schedules and guarantee inventory supply at both facilities. You must include all recommendations from the manufacturer(s).
 - iii. Financial information on the bidder which provides verification that they have the capability to provide the materials required under this bid.

Bidders must provide detailed information to assure GWA evaluation personnel that they are offering the exact specified products and possess the financial capacity to reliably fulfill the bid requirements.

2. Other Required Documents.

Each Bidder shall submit with their proposal all information required by the bid documents. The information submitted must be in sufficient detail and clarity to permit a complete comparison of the proposal with the Technical Specifications. The information included with each Proposal shall include the following:

- a) Sufficient chemical quality documentation to clearly support responses.
- b) Three or more client references or records as a current or previous supplier to an organization that operates a wastewater treatment plant (Manufacturer’s references will also suffice).

Submittal of the following supplementary information is mandatory. (GWA shall automatically disqualify any proposal submitted without the following supplementary information):

- a) A copy of the Bidder's Articles of Incorporation or other applicable forms concerning business organization (i.e. partnership, sole proprietorship, etc.) and By-Laws.
- b) Affidavit of Disclosure of Major Shareholders (form provided).
- c) Audited financial information on Bidder's firm and all subcontractors and required proof of financial capacity to perform the required services described herein. This information shall be complete for the last three years.
- d) License to conduct business in jurisdiction of residence. Please note that while not required at the time of submission of the Technical Proposal, proof of licensure to conduct business on Guam must be provided prior to GWA entering a contract with the lowest responsible and responsive bidder.
- e) Non-collusion Affidavit (form provided).
- f) Sex Offender Certification (form provided).
- g) Wage and Benefit Determination (form provided).
- h) Information regarding any outstanding claims or litigation against the Bidder. If no such claims or litigation exists, please indicate "no such claims exist." If claims do exist, Bidders must provide jurisdiction the claims are located, the case number and expected disposition. This information must include the signature of an official of the Bidder and date or a statement of such from the Bidder's attorney.

3. Proposal Submittal Process.

a. Nonrepudiation.

GWA has structured its submittal procedures to ensure non-repudiation of the submitted proposals. In this IFB, non-repudiation is strong and substantial evidence of the identity of the sender and owner of the proposal and of proposal's integrity in so far as it being unaltered from its original sent state, sufficient to prevent a party from successfully denying the origin, submission or delivery of the proposal and the integrity of its contents. Non-repudiation applies to both parties to this IFB transaction. It binds the sender as well as precludes the recipient from denying the exchange of information and material upon the receipt of secure acknowledgement from the recipient.

b. Security.

GWA and the Bidder shall manage the Manual IFB Submittal Process to address non-repudiation, security and confidentiality inclusive but not limited to the following:

- Manually executed signatures and printed media documents.
- Chain of custody receipts.
- Manual timestamps for receipt of IFB materials.
- Machine generated Fax confirmation reports.
- Physical delivery of printed material proposals.
- Physically secured area storage of IFB materials.

c. Signature of Bidder

A duly authorized person who can bind the bidder legally must sign the Bidder's proposals. All names shall be typed or printed below the signature. A proposal submitted by a corporation must bear the seal of the corporation, be attested to by its secretary, and be accompanied by necessary Power-of-Attorney documentation or a duly passed and certified resolution from the Corporation's board authorizing the person to bind the corporation.

Associated companies, partnerships or joint ventures shall jointly designate one *Power of Attorney* person authorized to obligate all the companies of the association or joint venture. A proposal submitted by a joint venture must be accompanied by the document of formation of the joint venture, duly registered and authenticated by a Notary Public, in which is defined precisely the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, the principal member of the joint venture, and address for correspondence for the joint venture. Bidders are advised that the joint venture agreement must include a clause stating that the members of the joint venture are severally and jointly bound.

d. Proposal Submittal Package Format and Handling

This section describes the proposal package format and content required by GWA for manual submission of proposals. The Manual IFB Proposal Submittal Process involves submitting the materials in physical printed form which are hand-delivered by the Bidder and to an authorized agent of the GWA. Both Bidders and GWA agents are live human beings. Additionally, both parties ensure the non-repudiation of the proposal through manually executed signatures, seals and time stamps.

Bidders are required to submit one bound original and six (6) bound copies of their proposal in one sealed envelope/container containing the bid price(s). A USB drive electronic copy must also be included. For electronic submittals, the Bidders are advised to retain a copy of the completed Workbooks/Documents and test the electronic copy on disk before sending it to GWA.

e. Marking and Packaging Offers

The manually submitted Proposals shall be submitted in sealed packages with the following information clearly marked on the outside of each side:

- 1) "PROPOSAL FOR IFB 2024-16"
- 2) "CHEMICALS FOR HAGÁTÑA WASTEWATER TREATMENT PLANT (HWWTP)"
- 3) The Bidder's Name.
- 4) CLOSING DATE and TIME (Chamorro Standard Time).
- 5) Addressed As follows:

ATTENTION: PROCUREMENT OFFICER
 GUAM WATERWORKS AUTHORITY
 Gloria B. Nelson Public Service Building
 688 Route. 15, Mangilao, Guam 96913

If the Bidder's Proposal cannot fit within one envelope/box or chooses to submit more than one envelope/box, each envelope/box must be labeled with the following:

- i. Envelope/Box Number Within the Set of Submitted Envelopes/Boxes
- ii. The Total Number of Envelopes/Boxes Submitted.

f. Receipt and Handling of Submitted Proposals

Upon receipt, each Proposal submittal package will be time-stamped. The only acceptable evidence to establish the time of receipt at the GWA is the date/time stamp of the GWA Procurement Office on the wrapper or other documentary evidence of receipt maintained by GWA. Proposals will be stored in a secure place until the date and time set for proposal opening.

GWA procurement personnel and the Bidders must ensure that the outside of the sealed package is stamped received using the GWA Procurement Stamp. In addition, GWA procurement personnel must officially log the time and date that the Bidder's sealed proposal package has been received.

GWA makes no warranties regarding the submission process. It is incumbent on the bidder to see that materials received by GWA are correctly documented as received by GWA.

g. Electronic Bid Submittal Package Format and Handling

Electronic submission of bids is NOT available for this bid. Bids can be submitted with documentation supplements on a USB drive within each sealed copy of submittals, but it is incumbent on the bidder to insure that the electronic format is compatible with GWA's ability to read it, and that it is free of errors.

h. Bid Submission Date

The Bid opening date and time is [REDACTED], 10:00 a.m. Chamorro standard time. This opening time and date are also referred to as the Bid submittal deadline or submittal date. Bids shall not be accepted after the proposal opening deadline.

i. Proposal Changes During Bid Process

Changes may be made to the Proposal(s) at any time prior to the proposal's submittal due date. Changes made after the deadline date may be made only if they are allowed under the Guam Procurement Law, accompanying regulations and upon approval of GWA.

j. Evaluation of Bid Submittals

After the Close of the Bid submission date, a GWA Evaluation Committee will examine the bids for responsiveness (i.e., provision of all required documents) and for responsibility (i.e., capacity to perform). GWA will evaluate the contents of each bid document and calculate the annualized cost of each offered material.

C BID CHEMICAL REQUIREMENTS

The chemicals that are to be bid are as follows:

i. INORGANIC COAGULANT

For Example: (Known Use Rate Producers)

Aluminum Chlorhydrate (ACH) or Zhong Yung (Brenntag) Brand Polyaluminum Chloride (PACl)

For Example, Materials That Have Not Been Used to Date at GWA WWTP's:

Ferric Sulfate, Ferric Chloride or Alternate PACl's.

a. General.

The Inorganic Coagulant is to be used as a high-performance coagulant, facilitating the removal of **five-day Biochemical Oxygen Demand** ("BOD₅") and **Total Suspended Solids** ("TSS") from wastewater as specified in the USEPA NPDES Permit No. GU0020087.

Bidders must provide exact specifications and a certificate of assay of the material offered as inorganic coagulant.

b. Example of "Exact" PACl Product Specifications (*e. g. Aluminum Chlorhydrate are such as shown here*):

Appearance/form	Granular; free flowing power; white to cream white.
Active Material	4.2 moles/lb.
Aluminum (Al)	24.8 ± 0.3%
Al ₂ O ₃	47.0 ± 0.5%
pH (1% solution)	4.2 ± 0.2
Basicity	82% or above.
Bulk density (approx.)	80 lb./cu. ft.

c. Performance Requirements.

The PACl products may be offered for this bid without executing a full-scale trial provided that a certified assay of the offered product is provided to GWA with the bid package.

ACH and the Zhong Yung (**Brenntag**) PACI brand products have been thoroughly tested at GWA and their performance, including use rates, is known. Only products that can be proven to be identical to these products will be considered without full scale testing by GWA. It is the use rate GWA has experienced in actual operation that will be used to evaluate the annualized cost for the previously used products offered in this BID.

These are:

Coagulant	Daily HWWTP	Annual
Name	Lb./day	Lb./year
ACH	1,000	365,241
ZY-Brenntag PACI	2,200	803,530

These inorganic coagulants (with Item 2 below, "Flocculant Aid"/"Coagulant Aid") have been able at these use rates to reduce the TSS and BOD₅ in the treated effluent waste water to levels that meet the USEPA NPDES permit "monthly average" requirements consistently at HWWTP.

d. Delivery.

Delivery shall be made to the HWWTP in manufacturer packed humidity-controlled containers of "super sacks" or "bulk bags" with factory seals on each shipping container on a schedule approved by GWA. The terms "super sack" and "bulk bag" are synonymous in the semi-bulk chemical industry. Containers must not exceed a standard 4' x 4' pallet size.

e. Storage.

The PACI will be stored in a dry enough environment that it can preserve its ability to be used in GWA's existing chemical feed equipment. GWA storage on site at HWWTP is in shipping containers. Material is to be delivered to the site according to the manufacturer's specifications in such a way that it can preserve its ability to be used in GWA's existing chemical feed equipment.

f. Testing.

For materials offered that do not have a calibrated use rate **of** performance at GWA, see **Section i** below.

ii. FLOCCULANT AID/COAGULANT AID:

a. General.

A flocculant aid (also called coagulant aid) is to be used with the inorganic coagulant to optimize the overall performance of the CEPT process and for sludge dewatering.

Historically the products that have been used successfully by GWA at HWWTP and which may be offered for this bid are listed in section 2(b) below with their accepted use rates.

b. Minimum Product Specifications.

These products have been found to work with the Inorganic Coagulant (Item 1 above) as a flocculant aid to produce floc that does not significantly degrade as it travels to the system's primary clarifiers to reduce the TSS and BOD₅ in the WWTP effluent waters to meet the performance specifications in the CO for NDWWTP & HWWTP.

These are the preapproved liquid anionic polymers:

Coagulant Aid	Daily HWWTP	Annual
Brand Name and Product ID	Lb./day	Lb./year
Hydrex 6104	172.2	62,889.5
Harcos WWT 1028	172.2	62,889.5
NalClear 7767	153	55,845

c. Delivery.

Polymers need to be received in original manufacturers sealed package. Packaging may be in drums, or in "tote bins" which typically hold 275 or 330 gallons in volume and resemble a cube like package that fits on a standard pallet no larger than 4' x 4' at each WWTP when needed.

d. Storage.

Polymers will be kept indoors away from sunlight at room temperature (i.e., a cool dry place).

e. Testing

For materials offered that do not have an established record with GWA, see the procedure above and in **Section i below**.

3 SLUDGE DEWATERING CATIONIC POLYMER:**a. General.**

GWA uses a cationic polymer to precondition waste sludge for centrifugation.

Historically some products have been used successfully by GWA but any newly offered products for this application must first undergo full-scale trial testing to ensure suitability before it is approved for use at the HWWTP.

b. Technical Specifications.

These following products have been found to work with the GWA HWWTP sludges allowing dewatering by centrifuge to a 30% solids cake. The minimum performance must be the ability of the polymer to produce centrifuged cake that meets the requirement that biosolids be dewatered of free liquid to pass the "Paint Filter Test" suitable for landfill disposal per 40 CFR part 258.

These are all liquefied cationic polymers as follows:

Coagulant Aid	Daily HWWTP	Annual
Brand Name and Product ID	Lb./day	Lb./year
Hydrex 6402	189	69,030
Harcos WWT 3640	189	69,030
Optimer 7194	189	69,030

i. Requirements for offered chemicals not previously tested on a GWA system and deemed approved for testing.

“Full-Scale Trial”: Materials offered that do not have a GWA certified use rate record will be required to establish a formal **“GWA certified”** use rate to provide a priced bid. The procedure for this **Full-Scale Trial includes** assisting GWA personnel in performing the *calibration* test at designated WWTPs with the offered material for **5 consecutive days** at the proposed use rate prior to formal submission of the priced bid. Time is of the essence and the bid return date may not be delayed because a vendor delayed providing the materials for testing.

Materials used to operate the plant may be purchased by GWA following a **successful** trial that keeps the facility within the CWA NPDES Permit parameters of performance but only for the dates on which full compliance was achieved. **Full scale** testing may be terminated at any time that the GWA operators believe that the trial material is failing to keep the facility performance within the parameters specified by the USEPA NPDES permit limits. A trial so halted may be rescheduled provided that a revised calibration trial procedure is offered and approved by GWA’s Procurement Office and upon concurrence of the WWTP operators.

A bidder is advised that sufficient material for a successful 5-day run must be provided, plus any material needed if fine tuning of dosage is desired prior to or during the full-scale test run.

Prospective bidders are strongly urged to make site visits and perform necessary jar and other verification tests on the systems to be chemically treated prior to arranging full-scale product trials. GWA cannot accept failure to comply with USEPA NPDES permit performance during trials.

Pre-testing such as site visits, jar testing and water sampling may be arranged upon contacting GWA’s Procurement Office and being further directed to GWA’s WWTP Operations Staff.

Full scale trials will be scheduled in conjunction with both GWA Procurement office and GWA Operations staff. Time will be allocated for each bidder so that all interested parties will have equal opportunity to plan and execute the required trials.

During CEPT trials, settleable solids tests will be used for immediate performance feedback on plant process flows. TSS measurements will be made available by the day following sampling. BOD₅ data will run 5 days behind actual plant operations. (COD testing may be available following two days after sampling as a partial indication of what to expect from the BOD₅ test

result.) The paint filter test will be used during centrifuge trials with per cent moisture of the centrifuge cake and percent capture data **to** be available by the following day after sampling.

Vendors are encouraged to perform duplicate testing if they wish to do so.

Failure or anticipated failure to meet NPDES performance at any time during a trial will result in GWA terminating a trial immediately. Vendors may be given a second chance to execute a full-scale trial if the vendor can demonstrate that additional jar testing demonstrates a corrected dosage setting. If a failure is the result of a problem with GWA equipment, a halted trial can be resumed when the fault is corrected.

f. Product Performance Evaluation for “Approved for Testing” materials (full scale trials).

Full records of product usage during each trial will be kept by GWA. (Vendors will be asked to concur with GWA’s records.) **Product use rates during the trials will be used in this bid process to calculate the actual annual cost requirements for each offered product.**

g. General Requirements for all Offered Chemicals.

1. All chemicals must be provided from Manufactures that meet the “*Ten States Standards*” and meet WEF and AWWA Standards for wastewater.
2. Bids will be evaluated on an item-by-item basis to determine the lowest **priced** responsible bidder (i.e., lowest **priced** responsive and responsible bidder for each of the bid items listed). Bidders may bid on any or all of the three items listed.
3. GWA cannot risk running out of processed chemicals and will work with vendors of products to maintain fresh inventory. Some products, specifically polymers, have a specified shelf life and GWA cannot accept expired materials.
4. All inventories shall be stored in conformance with the manufacturer’s instruction for maintaining product quality as well as all applicable local and federal laws and this bid. Product shall be delivered to GWA for use on a “first in first out” basis for chemicals that have a limited shelf life.
5. All deliveries are subject to confirmatory inspection and testing for quality assurance/quality control (QA/QC) to ensure that all goods meet the minimum specifications set forth herein. Containers must be in the original manufacture’s factory filled and sealed packages, properly labeled and transported in compliance with US Department of Transportation regulations. Product delivery shall include complete product Material Safety Data Sheets (“MSDS”) and manufacture’s certified product assay.
6. Products must be compatible with GWA’s installed chemical handling equipment.
7. Award may be made on a line-by-line basis. Each item in this bid will be evaluated individually and may be awarded accordingly.

8. The bidder shall provide documentation verifying compliance with the above specifications for each chemical.
9. Purchase Orders under this Procurement will not be issued for delivery of chemical prior to *Month Day, year.*

**BID FORM FOR CHEMICALS FOR GWA'S
(TO BE PLACED IN A SEALED ENVELOPE AND
DELIVERED WITH TECHNICAL PROPOSAL)**

1. INORGANIC COAGULANT

Product _____ **Price per pound delivered CIF** _____

Manufacturer: _____

Product Label Name: _____

Place of Origin: _____

Time of first Delivery: _____ (days)
After Receipt of Purchase Order

Reorder lead time: _____ (days)
Upon Receipt of Purchase Order

2. FLOCCULANT AID/COAGULANT AID:

Product _____ **Price per pound delivered CIF** _____

Manufacturer: _____

Product Label Name: _____

Place of Origin: _____

Time of first Delivery: _____ (days)
After Receipt of Purchase Order

Reorder lead time: _____ (days)
Upon Receipt of Purchase Order

3. **SLUDGE DEWATERING CATIONIC POLYMER:**

Product _____ **Price per pound delivered CIF** _____

Manufacturer: _____

Product Label Name: _____

Place of Origin: _____

Time of first Delivery: _____ (days)
After Receipt of Purchase Order

Reorder lead time: _____ (days)
Upon Receipt of Purchase Order

II. GENERAL SPECIFICATIONS:

This is an “Indefinite Quantity Bid” created pursuant to the Guam Procurement Regulations. **The quantities computed in the bid are estimated requirements only and not guaranteed minimums. The amounts computed in this bid are GWA’s best estimate of its annual needs and such estimates do not relate to chemicals not yet tested or used by GWA.** Quantities may increase or decrease thru the duration of the contract because of variable flow rates through the NDWWTP & HWWTP and continued purchase is subject to the availability of funds. No commitment is made to vendors in terms of purchasing quantity.

A. AUTHORITY.

This Invitation for Bids 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 about 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, via US mail, via express delivery, e-mail or via fax and directed to the following:

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

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 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 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. 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 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; 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
 - (4) 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 awarding 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. OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT.

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 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 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 “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, five (5) 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: USB drive must be made in the USA or TAA compliant country, and be encrypted. Encryption keys must be provided upon submittal and USB drive 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 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, 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 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 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 a contract within twenty (20) days after 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 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 (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 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.

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 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 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 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. The Bidder shall provide a copy of a valid 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 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 cost or pricing 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 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 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, 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 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 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 the 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 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 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, 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. THE GOVERNMENT IS 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. If 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 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. Bid and Performance Bond for Goods and Services
- g. Payment Bond (when applicable)
- h. Ownership & Interest Disclosure Affidavit
- 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 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 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 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. The bid/performance bond amount shall be determined by taking the daily estimates for usage supplied by GWA in Section I, subsection C entitled "Bid Chemical Requirements" for each chemical, multiplied by the bidder's price for each chemical and multiply that number by 365. The bidder shall total up the entire bid amount for all chemicals they are proposing to supply as computed from Section I, subsection C and the bond would consist of 15% of that amount.

For example:

If a bidder wishes to only bid on Item 1 (e. g., the inorganic coagulant), the bond would be determined in the following manner:

Bidders Unit Price (per pound price) for inorganic coagulant\$_____x_____lbs./day (daily estimated usage expressed in lbs.) x 365 (daily cost extended out to a year), and 15% of the total would be the bond amount.

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 (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:

- .1. Current Certificate of Authority
- .. 11. Power of Attorney issued by the Surety to the Resident General Agent.
- ... 111. Power of Attorney issued by two (2) major offices 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 the 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 Cost:**

Total cost must include CIF and delivery to a designated WWTP.

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 in its manufacturer's original factory sealed containers to HWWTP. Goods that do not conform to this bid shall be rejected. GWA reserves the right to conduct a test on all goods proposed to be delivered or those stored at the Bidder's Guam location. Rejected goods will be replaced with conforming goods immediately at Contractor's expense, which may include air freight costs if necessary.

6. **Contract Term:**

The Lowest responsive and responsible bidder for each item, Total Cost will enter a contract on terms acceptable to GWA. Form contracts from vendors shall not be used. The term is for three (3) years fixed price term with option to renew for additional two (2) one (1) year term. Subject to agreement to both parties and subject to availability of funds.

Initial delivery time is up to 90 days, unless a different date is negotiated and accepted by GWA. Thereafter, all goods shall be delivered within seventy-two (72) hours after notice is given of the need, except in the case of emergencies where goods have been spoiled or are defective for any reason, in which case, delivery shall occur within twelve (12) hours.

7. Provision of Information and Instructions:

The successful bidder shall furnish all necessary information and instructions for the proper operation / completion of all requirements in bid specifications.

8. Right to Accept or Reject Bids:

GWA 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 in the best interest of Guam Waterworks Authority.

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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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 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)

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 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 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 _____, 20____, 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)

**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:

Name Address Amount of Commission, Gratuity, or other Compensation

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

_____, 2024.

Notary Public _____

In and for the Territory of Guam

My Commission expires _____.

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 2024-07** [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

**BID FORM FOR CHEMICALS FOR GWA'S
(TO BE PLACED IN A SEALED ENVELOPE AND
DELIVERED WITH TECHNICAL PROPOSAL)**

1. INORGANIC COAGULANT

Product Achieve D1012 (ACH Powder) **Price per pound delivered CIF** 1.44 lb

Manufacturer: Gulbrandsen Technologies (India) Pvt. Ltd

Product Label Name: Achieve D1012 (ACH Powder)

Place of Origin: Gujarat, India

Time of first Delivery: 60 Days (days)
After Receipt of Purchase Order

Reorder lead time: 30 Days (days)
Upon Receipt of Purchase Order

2. FLOCCULANT AID/COAGULANT AID:

Product Praestol A3040 LTR Polymer **Price per pound delivered CIF** 2.55 lb

Manufacturer: Solenis LLC U.S.A.

Product Label Name: Praestol A3040 LTR Polymer

Place of Origin: Greensboro, North Carolina

Time of first Delivery: 60 Days (days)
After Receipt of Purchase Order

Reorder lead time: 30 Days (days)
Upon Receipt of Purchase Order





02/21/2025
Date
E. Glenn Canovas
Director of Sales & Operations



02/21/2025
Date
Diane T. Canovas
Managing Partner

3. SLUDGE DEWATERING CATIONIC POLYMER:

Product Zetag 8819 Flocculant **Price per pound delivered CIF** 2.98 lb


Manufacturer: Solenis LLC U.S.A.

Product Label Name: Zetag 8819 Flocculant

Place of Origin: Suffold, Virginia

Time of first Delivery: 60 Days (days)
After Receipt of Purchase Order

Reorder lead time: 30 Days (days)
Upon Receipt of Purchase Order


E. Glenn Canovas 02/21/2025
Date
Director of Sales & Operations


Diane T. Canovas 02/21/2025
Date
Managing Partner

II. GENERAL SPECIFICATIONS:

This is an "Indefinite Quantity Bid" created pursuant to the Guam Procurement Regulations. The quantities computed in the bid are estimated requirements only and not guaranteed minimums. The amounts computed in this bid are GWA's best estimate of its annual needs and such estimates do not relate to chemicals not yet tested or used by GWA. Quantities may increase or decrease thru the duration of the contract because of variable flow rates through the NDWWTP & HWWTP and continued purchase is subject to the availability of funds. No commitment is made to vendors in terms of purchasing quantity.

A. AUTHORITY.

This Invitation for Bids 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 about 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.



**BID FORM FOR CHEMICALS FOR GWA'S
(TO BE PLACED IN A SEALED ENVELOPE AND
DELIVERED WITH TECHNICAL PROPOSAL)**

1. INORGANIC COAGULANT

Product Sumalchlor 200 **Price per pound delivered CIF** \$2.75

Manufacturer: Summit Chemical Specialty Products

Product Label Name: Sumalchlor 200

Place of Origin: USA

Time of first Delivery: as specified (days)
After Receipt of Purchase Order

Reorder lead time: as specified (days)
Upon Receipt of Purchase Order

2. FLOCCULANT AID/COAGULANT AID:

Product Hydrex 6104 **Price per pound delivered CIF** \$1.41

Manufacturer: Veolia

Product Label Name: Hydrex 6104

Place of Origin: South Korea

Time of first Delivery: 45 days (days)
After Receipt of Purchase Order

Reorder lead time: as specified (days)
Upon Receipt of Purchase Order

3. **SLUDGE DEWATERING CATIONIC POLYMER:**

Product Hydrex 6402 **Price per pound delivered CIF** \$1.91

Manufacturer: Veolia

Product Label Name: Hydrex 6402

Place of Origin: South Korea

Time of first Delivery: 45 days (days)
After Receipt of Purchase Order

Reorder lead time: as specified (days)
Upon Receipt of Purchase Order

Alternate offer:

Product: Hydrex 6621

Manufacturer: Veolia

Product Label Name: Hydrex 6621

Place of Origin: South Korea

Time of first delivery: 45 days after receipt of PO

Reoder Lead time: as specified

Price per pound delivered CIF: \$2.06

NOTE: Both chemicals 2250 lbs per tote

II. GENERAL SPECIFICATIONS: Usage: 122.90 lbs per day
44,858.50 lbs. per year

This is an "Indefinite Quantity Bid" created pursuant to the ~~Guam Procurement Regulations~~. **The quantities computed in the bid are estimated requirements only and not guaranteed minimums. The amounts computed in this bid are GWA's best estimate of its annual needs and such estimates do not relate to chemicals not yet tested or used by GWA.** Quantities may increase or decrease thru the duration of the contract because of variable flow rates through the NDWWTP & HWWTP and continued purchase is subject to the availability of funds. No commitment is made to vendors in terms of purchasing quantity.

A. AUTHORITY.

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B. EXPLANATION TO BIDDERS.

Except as otherwise provided herein, no oral explanation about 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.