



GUAM WATERWORKS AUTHORITY

Good Water Always

Post Office Box 3010, Hagatna, Guam 96932

Phone: (671) 647-7818 Fax: (671) 649-3750

INVITATION FOR BID: GWA 2010-06

DESCRIPTION: LEASE OF A HIGH VOLUME /HIGH SPEED DIGITAL BLACK AND WHITE PRINTER

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

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

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

OTHER REQUIREMENTS: See attached bid.

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

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

Bidder Representative's Signature

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

KNOW ALL MEN BY THESE PRESENTS, that

_____ (Name of Contractor)
as Principal, herein after called the Principal and

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

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

NOW, THEREFORE, if the Guam Waterworks Authority shall accept the bid and the Principal shall not withdraw said bid within sixty (60) calendar days after the opening of bids, and shall within twenty one (21) calendar days after the prescribed forms are presented to him for signature, enter into a Contract with the Guam Waterworks Authority in accordance with the terms of such bid. This bond shall also be held by the Guam Waterworks Authority to secure the faithful performance of such Contract and for the prompt payment of labor, goods, services and materials furnished in the prosecution thereof. In the event of the failure of the Principal to enter into such Contract, or if the Principals (Contractor) fails to perform in accordance with the requirements set out under the Bid or any other written instrument requirement performance thereunder, the Surety, on behalf of the Principals shall pay to the Guam Waterworks Authority the differences not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Guam Waterworks Authority may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

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

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

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

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

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

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

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

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

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

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

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

SIGNED AND SEALED THIS _____ day of _____, 20____.

IN THE PRESENCE OF:

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

(WITNESS)

(CONTRACTOR) (SEAL)

(TITLE)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

SPECIAL PROVISIONS

AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS

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

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

"Section 6961.3. Disclosure of major shareholders. As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying."

NOTES:

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

EXAMPLE:

- A. A bidder intends to participate in bids scheduled for February 5, 15, and 25, 200X. He must submit a NEW AFFIDAVIT ON OCTOBER 5 bid and may submit COPIES for October 15 and 25 bids.
- B. A bidder intends to participate in bid scheduled for February 28 and March 1, 200X. He must submit a NEW NOTARIZED AFFIDAVIT for EACH BID.

2. The date of signature by the bidder must be the same date of signature endorsed by the Notary Public official.

MAJOR SHAREHOLDERS OF DISCLOSURE AFFIDAVIT

STATE OF _____)
) SS.
 CITY OF _____)

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

1. *[Please check one]:*

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

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

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

2. Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid/rfp for which this Affidavit is submitted are as follows *[if none, please so state]* :

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

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

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

Further, affiant sayeth naught.

Date: _____

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

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

Notary Public _____

In and for the Territory of Guam

My commission expires _____.

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

NON-COLLUSION AFFIDAVIT

STATE OF)
) ss:
CITY OF)

I, _____ first being duly sworn, depose and say:

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

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

SUBSCRIBED AND SWORN to me before this _____ day of _____, 20____.

)Seal(

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

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

SECTION A-10

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

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)



GUAM WATERWORKS AUTHORITY

578 North Marine Corp Drive
Tumon, Guam 96931

**Invitation for Bid (IFB)
For Lease of a High Volume/High Speed Digital Black and White Printer**

IFB NO.: IFB 2010-06

ISSUE DATE:

DEADLINE: August 3, 2010

NAME AND LOCATION: Guam Waterworks Authority

GWA DIVISION: Administration

ISSUED BY: Guam Waterworks Authority
578 North Marine Corps Drive
Tamuning, Guam 96913



GUAM WATERWORKS AUTHORITY

578 North Marine Corp Drive
Tumon, Guam 96931

Invitation for Bid (“IFB”) for Lease of a High Volume/High Speed Digital Black and White Printer

INSTRUCTIONS TO BIDDERS

A. PURPOSE

The Guam Waterworks Authority (GWA) is seeking for lease of a high volume /high speed digital black and white printer.

B. *TABLE OF CONTENTS*

This Solicitation Notice consists of the following:

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GUAM WATERWORKS AUTHORITY

578 North Marine Corp Drive
Tumon, Guam 96931

Invitation for Bid 2010-06

For: Lease of a High Volume/High Speed Digital Black and White Printer

I. BID ITEMS

Item No:	Description	Qty	Monthly Cost	Annual Cost
1.0	Lease of a High Volume/ High Speed Digital Black And White Printer	1	_____	_____

Bidding On (Item 1.0)

MFG: _____

Brand: _____

Delivery Date: _____

ARO

BID SPECIFICATIONS

Any reference in this solicitation to a manufacturer brand name or product number is solely due to need by GWA to provide minimum satisfactory product specifications. Thus, all references to a brand name is solely intended to provide a description of the type of products or services sought by GWA and not to limit bids nor restrict a vendor from providing equivalent products or services. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and clearly indicates how it differs from the original specification. Approved equivalents will be acceptable.

A. ITEM 1.0 SPECIFICATIONS (OR APPROVED EQUAL):

To provide the Guam Waterworks Authority a with 36-month Lease of High Volume/High Speed Digital Printer.

GWA will produce a billing spool file for vendor to write and test variable data Intelligent PostScript Print ware ("VIPP") which will format/reformat the spool file for printing onto billing voucher (i.e, vendor must include the VIPP program to format page presentation and graphs, paper selection, etc., for GWA billing voucher).

Specifications:

1. Minimum print speed, 125 prints per minute.
2. Print resolution up to 2400 x 2400 dpi.
3. Two sided printing for GWA's bills (GWA has example for reference).
4. Paper sources – minimum of 7,500 sheets of paper and stack bypass paper tray capacity of 250 sheets with the capacity of accepting up to 13'x19' bond paper in bypass.
5. Unlimited sorting.
6. Must be able to prevent curling of print output.
7. Stapling mode: Automatic stapling in multi-positions, up to 100 sheets.

8. Hole punching for 2 and 3 holes.
9. Must be able to automatically accept preprinted documents from copiers and off set printers into print jobs.
 - a. Example: Self-sealing billing statements.
 - b. The printer must be able to run the attached sample.
10. Print on the network using multiple operating systems including Windows and Mac.
11. Must be able to manage print jobs via the network.
12. Print feature must include Printer Command Language ("PCL") and Post Script Drivers.
13. Print Server with 2 GB memory, 160 GB SATA hard drive, DVD writer, CD writer, Color flat panel monitor, keyboard and mouse.
14. Client environment supported Windows 2000, SP4/XP SP2/Server 2003 Vista and Macintosh OSX (10.3 or later).
15. Variable data printing software.
16. Printer must be able to support printing on existing GWA formatted pressure sealed billing vouchers.
17. Current VIPP application for bill print must be migrated over to new equipment by vendor.
18. Must be able to upgrade to the following capabilities.
 - a. Deliver multiple queues.
 - b. LCDS enablement and IPDS enablement.
 - c. Removable hard drive.
19. Connectivity native environments: TCP/IP, SNMP, Novell IPX, Apple talk, IPP.
20. Must include professional operations and software training to be conducted at GWA's Upper Tumon location for up to 2 students. Specialized knowledge is required that may or may not require off-island resources to implement, install and configure the software and setup conversion of existing resources, if necessary. At the minimum, the analyst will have to be highly skilled in Unix, Linux Oracle database, C++ programming and PowerBuilder and has an extensive understanding of monochrome production printing systems to include but not limited to variable data printing that may or may not include complex variable data printing. Experience in database application programming will be required for the implementation of the new monochrome printing system.

21. Printer must include delivery, installation and training and software support.
22. Thirty-six (36) month lease with option to renew annually upon mutual agreement of parties for two additional years to promote efficiency and enhance GWA's budgeting process. Each year's lease is subject to the availability of funds. If funds are not available, GWA may cancel without penalty.
23. Lease price will include all-in cost of up to 45,000 prints per month (printer pool arrangement).
24. Lease shall include all maintenance plan and all associated costs, all supplies to operate the printer (including, but not limited to, toner, staples, all available (released) software upgrades and labor).
25. Must be able to print out GWA's bills in a form and manner prescribed by GWA.

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III. GENERAL TERMS AND CONDITIONS

A. AUTHORITY

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

B. EXPLANATION TO BIDDERS

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

C. METHOD OF AWARD

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

D. REJECTION

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

E. 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.

F. LICENSING

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

G. COVENANT AGAINST CONTINGENT FEES

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

H. JUSTIFICATION OF DELAY

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

I. DISCLOSURE OF MAJOR SHAREHOLDERS

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

J. 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.

K. ASSIGNMENT

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

L. DETERMINATION OF RESPONSIBILITY OF OFFERORS

GWA reserves the right to secure information necessary to assess the competency and qualifications of the bidder (i.e, whether bidder is responsible and/or responsive), in accordance with the "Standard for Determination of the most Qualified bidder" section of the General Terms and Conditions.

M. STANDARD FOR DETERMINATION OF WHETHER BIDDER IS QUALIFIED

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

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

N. 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.

O. BIDS

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

P. 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).

Q. 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 at www.guamwaterworks.org/bids the \$15.00 dollars fee will not be charged. However, all vendors must register with Procurement & Supply section @ 647-7818/7887 to be register as a prospective bidder (i.e., to receive bid amendments, updates on the bid process, changes in pre-bid conferences, bid extensions, etc). All payments shall be by cash, credit card or certified check/money order payable to the GWA.

R. BID ENVELOPE

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

S. FORM OF BID

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

T. 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 assure full understanding and responsiveness to the solicitation requirement.

U. MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn at any time prior to the conclusion of discussions, as provided herein.

V. CONTACT FOR CONTRACT NEGOTIATION

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

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

W. NEGOTIATION AND AWARD OF CONTRACT

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

X. NOTICE OF AWARD

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

Y. 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).

IV. SPECIAL GENERAL TERMS AND CONDITIONS

- A. These specifications have been written to describe minimum performance requirements for the items to be supplied, which is a bill printing system for a water/wastewater utility.

GWA reserves the right to conduct a reasonable test following delivery and prior to acceptance (not more than one billing cycle) to confirm that the product meets the specifications set forth herein, performs as required and has no mechanical or software defects. If the product does not meet GWA's specifications, the vendor shall be liable for all costs necessary to ensure the equipment does meet the required specifications.

- B. The successful bidder shall furnish all necessary and desirable information and instructions for the proper operations and servicing of the equipment- including two (2) operating manuals and two (2) service manuals in English
- C. The Guam Waterworks Authority reserves the right to accept and/or reject any and all bids, to waive any defects irregularities, or specifications discrepancies and to award the bid as deemed to be the best interest to GWA.

- D. Bidder is to list any deviations from these specifications in his bid, should the bidder failed to meet every requirement of the specifications, bidder are to submit detailed letter together with their bid submittal explaining their deviation(s), failure to submit this requirement will cause the bid submittal to be rejected as being non-responsive. This requirement will be reviewed during the evaluation process.
- E. After the bid has been awarded GWA and the successful bidder may be required to enter into a written contract with GWA on terms and conditions acceptable to GWA. Standard forms for the vendor will not be used.
- F. The successful bidder must provide GWA with all supplies, including, but not limited to print cartridges, etc, required to operate the printing system. The supplies must be available at all times during the contract period and delivery will occur prior to supplies running out. All supplies must be delivered to the GWA Information Technology section. Printer supplies must be provided for the duration of contract at no cost to GWA and be included in the bid price.
- G. 100% warranty for parts, labor, replacement, delivery and installation, and removals of equipment and all other costs must be provided for the duration of the contract at no additional cost to GWA.
- H. In the event the system must be removed and transported to a repair facility, the contractor must provide a replacement within two work days following notification that the equipment is malfunctioning. The replacement must be equal to the existing unit removed for repairs at no additional cost to GWA.
- I. GWA reserves the right to amend this BID at any time five (5) days prior to the date set for opening bids. Changes will be announced by an amendment and shall be identified as such. Amendments shall refer to the portions of the bid it amends.
- J. Subcontracting and Assignment. Contractor shall not subcontract nor assign any work, obligation, right, duty or payment to be performed under the contract with GWA without the express advance written approval of GWA.
- K. Amendments will be sent to all parties known to have received a bid.

IV. SPECIAL PROVISIONS

1. Bid and Performance Bond Requirement:

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

- As required by law, the bid security shall not be released upon award of the bid, but instead shall continue in full force and effect until after delivery of the supplies or services required by the contract awarded to the contractor under the associated Invitation for Bid is completed to secure the faithful performance under this Bid (i.e., until service and/or warranty period has ended).

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:
 - a. Current Certificate of Authority;
 - b. Power of Attorney issued by the Surety to the Resident General Agent;
 - c. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf

2. Performance Bond: see Section 1 above.

3. Cost:

Total cost for Item 1.0 must include CIF shipping, delivery and setup (fully functional and operational on normal basis) to GWA's Upper Tumon Location. There shall be no additional charges for location, difficulty in setup, etc. Bidders shall make themselves familiar with the intended setup location and put the associated costs into the monthly lease fee.

4. Delivery:

Printer with all hardware and components must be delivered to the GWA Information technology Center, CIF to Guam Waterworks Authority main business address (compound) at 578 North Marine Corps Drive, Tamuning, Guam. The printer unit must be delivered via flatbed truck to the GWA compound.

Complete installation and training must be provided by the contractor at no additional charges to GWA. Training must occur within five (5) days of delivery.

Delivery time and complete setup for the printer shall not be later than forty-five (45) days from the Notice to Proceed is given. Supplies are to be delivered as required herein. Bidders are invited to inspect GWA's premises prior to submitting bids.

5. Liability:

Bidder shall be liable for all loss of the equipment during the lease term for any reason whatsoever, including but not limited to, loss by theft, equipment malfunction or damage by storm, fire or electrical surges.

The successful bidder will agree as condition of submitting this bid to save and hold harmless the Consolidated Commission on Utilities, GWA and 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 an account of any injury, death, or damage arising or growing out of acts or omissions of the contractor, contractors officers, agents, servants or employees under this contract.

GWA is not liable for any costs incurred by bidder prior to the award of this bid for any bidder for any reason.

6. Contract Term:

The contract will commence after the notice to proceed is issued and the term of the contract terms is for three years with option to renew for two additional one year periods in order to take advantage of fixed pricing, economies of scale, learning ease, operability and for the best long-term stability of GWA's billing system. After the contract expires, the contractor shall pay for the removal of the GWA Bill Printing System as well as all materials associated with the system at no cost to GWA. The contract is always conditional upon the availability of funds, and lack of funds is sufficient grounds for immediate termination of the contract with no additional cost or penalty to GWA.

7. Written Questions Only.

Only written comments or questions regarding this bid will be accepted. No oral representation made by any employee or agent of GWA shall bind GWA. All questions or requests for clarification shall be addressed to the following person and delivered to the accompanying address:

Vincent Guerrero
GWA Procurement Division
Guam Waterworks Authority
578 North Marine Corps Drive
Tamuning, GU 96910

8. Amendments.

Amendments to this bid may be made by GWA in writing to all persons picking up packets and may be transmitted to potential bidders via e-mail, fax, first class mail, certified mail, or via hand delivery.

These specifications were approved and/or prepared by John Benavente, P.E, GWA General Manager (acting) and hereby constitute the findings and determinations of the General Manager as required under the Guam Procurement Code.