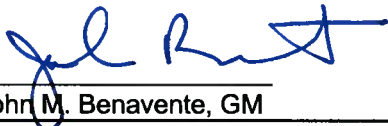


Guam Waterworks Authority
578 North Marine Corp Drive
Tumon, Guam 96931
REQUEST FOR PROPOSAL



John M. Benavente, GM

DATE ISSUED: **REQUEST FOR PROPOSAL: RFP-01-ENG-2010**

INSTRUCTION:

This proposal shall be submitted and sealed/delivered to the issuing office no later than (TIME) 10:00 am, on July 30, 2010. Proposal submitted after the time and date specified above shall be rejected.

SPECIFICATION: See Attached

DESTINATION: GWA

For: Professional Engineer Services for new well site Development and well rehabilitation.

REQUIRED DELIVERY DATE: See Attach

This proposal is subject to the attached General Terms and Conditions of the Invitation for Proposal. The undersigned offers and agrees to furnish within the time specified, In consideration to the expense of the Government in opening, tabulating, and evaluating this proposals, and other considerations, the undersigned agrees that this proposal remain firm and irrevocable within 120 calendar days from the date opening to supply any or all of the items which prices are quoted.

INDICATE: Individual Partnership Corporation

INCORPORATED IN:

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

Accepted as to items numbered:

Contracting Officer: _____

Name and Address of Contractor:

Signature and Title of person authorized to sign this contract:



GUAM WATERWORKS AUTHORITY

Request for Proposals (“RFP”) for Professional Engineer Services for new well Site Development and Well Rehabilitation

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

PROPOSAL NO.: RFP-01-ENG-2010

ISSUE DATE:

DEADLINE: July 30, 2010

NAME AND LOCATION OF PROJECT(S):

GWA Island-Wide Well Site Rehabilitation and New Well Site Development

GWA DIVISION: Engineering

I. INSTRUCTIONS TO PROPOSERS

A. PURPOSE

The Guam Waterworks Authority (GWA) is seeking an experienced and qualified engineering firm to design new deep wells and provide associated engineering services for the rehabilitation of seven (7) existing wells. The project included in this solicitation for which engineering services are required is listed above.

B. TABLE OF CONTENTS

This Solicitation Notice consists of the following:

- i. Cover Sheet
- ii. Solicitation Notice (RF-01-ENG-2010) including Scope of Work
- iii. Proposed Contract (example only)
- iv. Non-Collusion Affidavit
- v. Certification of Non-Employment of Convicted Sexual Offenders
- vi. Major Shareholders Disclosure Affidavit

C. SUBMISSION OF RESPONSES

Sealed responses shall be submitted in original and five (5) copies. Failure to submit the required forms in the number required may be cause for rejection of offers due to non-responsiveness. A narrative Statement of Qualifications shall not exceed 10 pages (exclusive of resumes and exhibits). See Response Format and Content provision for instructions and minimum requirements. The outer envelope shall be marked in bold letters, "GWA RFP-01-ENG-2010, PROFESSIONAL ENGINEER SERVICE FOR ISLANDWIDE WELL SITE REHABILITATION AND NEW WELL SITE DEVELOPMENT."

Additional copies of the solicitation may be obtained by contacting the Chief Engineer's Office:

The Guam Waterworks Authority
Chief Engineer's Office
2nd Floor, DPW-CQC Building
542 N. Marine Corps Drive
Upper Tumon, Guam 96913
Tel: (671) 647-2613
Fax: (671) 647-2621

Responses must be received not later than July 30, 2010, 10:00 a.m. , Chamorro Standard Time. Responses received after the closing time for receipt will not be considered. Office hours for receipt of proposals are Monday through Friday (excluding holidays), 8:00 a.m. to 12:00 p.m. and 1:00 to 4:00 p.m.

Responses may be delivery by mail or other service to:

Guam Waterworks Authority
Procurement and Supply Section
578 North Marine Corps Drive
Tamuning, GU 96913
Contact Number: 647-7835

Each firm submitting a proposal for any portion of the work covered by the proposing documents shall execute an affidavit, in the form provided with the RFP, to the effect that it has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal.

D. RESPONSE FORMAT AND CONTENT

Interested firms shall submit their responses in original and five (5) copies. The response must contain a statement of qualifications in a concise narrative which addresses the evaluation criteria set forth in this solicitation. The basic narrative response shall not exceed ten (10) pages, exclusive of resumes and exhibits or other documents with specific page limitations as set forth herein.

Unnecessarily long and costly submissions are discouraged. All responses should follow and specifically address each of the evaluation criteria and must be complete as to the requested information. Failure to follow the prescribed format or omission of required information will result in a lower score on evaluation and may result in disqualification. Supporting graphical information, i.e., photos, drawings, illustrations may be provided that back up the information given in the response, however such material will not be separately evaluated, but may be utilized as supporting documentation of knowledge and experience.

As a minimum, the following must be included in all responses:

- Cover letter referencing RFP-01-ENG-2010 which lists the contents of the response.
- RFP Response as required herein.
- Proof of licensure to perform the required services on Guam.
- Non-Collusion Affidavit (attached).
- Major Share Holder Affidavit (attached).
- Certification of Non-Employment of Convicted Sexual Offenders (attached).

E. QUALIFICATIONS AND CAPACITY OF THE FIRM

Firms shall submit a brief explanation of why your firm is especially well qualified for the particular services and how your firm's workload can accommodate the addition of a contract of this type. This statement shall not exceed four (4) pages.

The RFP response should establish a clear understanding and agreement as to all specific project staff who shall work on the project and the nature and extent of their involvement. As a part of this submittal, prospective Firms must submit the following:

- Provide a Project Organizational Chart of designated personnel to be assigned to this project with identification of their project roles and description of their area of responsibilities.
- Identify and describe the current and projected workload of each designated personnel, including a list of ongoing projects and his/her role on these ongoing projects.
- Describe the approach and organizational capabilities to perform the required services on time and within budget.
- Describe the procurement, involvement and management of sub-Firms.
- Describe the internal quality and cost-control measures or procedures.

F. QUALIFICATIONS AND EXPERIENCE OF PROJECT TEAM

Firms shall submit the qualifications and a brief Work History of the proposed Project Manager and core project staff. The Work History and qualifications shall not exceed (3) three pages per staff member. The Firm shall also submit a detailed, but brief description of the following:

- Identify the project principal, project manager, assistant project manager, key staff, sub-Firms, and their qualifications and experience as it relates to this project.
- Extent of principle involvement.
- Team experience on similar projects.
- Time commitment of key team members during the project life cycle.
- Unique qualifications of key members.
- Qualifications and relevant individual experience including degree(s), year and discipline, and active registrations and licenses with number and jurisdiction. Include the description of the specific role performed by each individual on each project listed, highlighting projects of similar size and scope where the individual's role is similar to his/her role on this project.

G. FIRM EXPERIENCE ON SIMILAR PROJECTS

The Firm is required to provide proof to GWA that it has delivered a quality work product on similar projects. GWA is especially interested in related experience on Guam, other U.S. Territories and the 50 states since knowledge of U.S. laws and regulations applicable to such work is important.

The Firm shall:

- Provide a list of projects similar in scope and size (maximum of three (3) pages).
- Identify project name, project description, location, client references including contact name, address and telephone number, completion date, project budget, project role, type of services provided highlighting work performed similar in scope, and other pertinent information.

H. PERFORMANCE RECORD

The Firm shall provide its past performance record on similar projects including quality of work and timeliness of delivery. The submittal shall not exceed three (3) pages.

The Firm shall include:

- A list of the firm's record of cost performance (original contract award amount versus final contract cost) and explain any cost deviations.
- A list of the firms' record of schedule performance (list original schedule versus final completion date) and explain any schedule deviations.
- A litigation and dispute history of projects to include a list of all projects the Firm was involved with or other disputes over pay or performance over the past 10 years. Describe when, where, why, judgment rendered and settlements paid by the firm (if any). If judgment has been entered and a case has been appealed, provide the general facts of the case and the basis of the appeal.

I. EVALUATION FACTORS SET FORTH IN THE REQUEST FOR PROPOSALS

The evaluation of the process for the Request for Proposal will be based on the firm's performance using the following Evaluation Factors with their associated score. The total score of 100 is broken down as follows:

EVALUATION FACTORS	SCORE
Proposal Content: Completeness of the proposal in responding to the items listed in the Response Format and Content section of this RFP	10 Points
Qualifications and Capacity of Firm: The firm ability to successfully apply its skills and resources to perform and complete the work on time and within budget at a level of quality expected by GWA. This includes the availability of resources and evaluation of the Project Organizational Chart to complete the work.	30 Points
Firm Experience on Similar Projects: The firm specialized and extensive experience on projects similar in scope and type.	20 Points
Qualifications and Experience of Project Team: Specialized experience and qualifications of designated project personnel to perform the required services.	30 Points
Performance Record: A demonstrated track record of effective planning, scheduling and on-time delivery performance on those schedules. Successful performance on projects that is similar in nature and scope. A demonstrated track record of teamwork, cooperation, fair dealing, client service and relationships of mutual trust and confidence. The absence of a pattern of adversarial relationships, claims and litigation.	10 Points

By submitting a response to this solicitation, the Contractor agrees, if selected to accept the terms and conditions included in the sample contract incorporated in this RFP.

J. AMENDMENTS TO REQUEST FOR PROPOSAL

GWA reserves the right to amend this RFP at any time prior to the date set for opening proposals. Changes will be announced by an amendment or amendments to this RFP and shall be identified as such. Amendments shall refer to the portions of the RFP it amends. Amendments shall be sent to all parties known to have received a RFP. GWA requires that all prospective Proposers acknowledge receipt of all amendments issued. Amendments shall be distributed to allow prospective firms time to consider it in preparing its proposal. GWA may extend the due date if such amendment makes compliance with the original proposed due date impractical.

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II. GENERAL TERMS AND CONDITIONS

A. AUTHORITY

This Request for Proposal ("RFP") solicitation is issued subject to all of the provisions of the Guam Procurement Act (as amended) and the Guam Procurement Regulations (copies are available for inspection at General Services agency). The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

B. EXPLANATION TO PROPOSERS

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

The Guam Waterworks Authority
c/o John Benavente, P.E., GWA General Manager, or
Martin L. Roush, P.E., Chief Engineer
578 N. Marine Corps Drive
Tamuning, Guam 96913

Mr. Roush: Tel: (671) 647-2613
 Fax: (671) 647-2621

Mr. Benavente: Tel: (671) 647-2600
 Fax: (671) 646-2335

Direct or indirect contact with GWA employees, the Government of Guam, CCU Board Members, or any person participating in the selection process not named above is strictly prohibited.

C. METHOD OF AWARD

GWA intends to review the proposals immediately upon the opening of the proposals as provided herein. The proposals submitted will be the primary documents for evaluation. GWA reserves the right to waive any minor information or irregularity in proposals received. GWA shall have the prerogative to award, amend or reject proposals in whole or in part. GWA is not responsible for any costs incurred by the Proposers. GWA reserve the right to retain all proposals submitted regardless of whether a firm is selected. Submission of a proposal indicates acceptance of these terms and conditions by the Proposer. GWA further has the right to demand additional documentation be provided by the submitting firm.

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D. REJECTION

GWA shall have the right to reject all proposals or offers which have been submitted in response to this RFP, at any time, if GWA determines such to be in the best interest of GWA. Proposals will not be considered if the Proposer or Proposer's subcontractor(s) were involved in the preparation of the design as a contractor or subcontractor for any of the projects for which this solicitation is being issued.

E. TAXES

Proposers are cautioned that they may be subject to taxation, including but not limited to, Gross Receipts Tax, Guam Business Privilege Tax, Guam Income Tax and the payment of any and all taxes which may be due as a result of entering into this agreement are the sole responsibility of the Firm and its subcontractors and assignees. Specific information of taxes may be obtained from the Director of Revenue and Taxation.

F. LICENSING, COMPLIANCE WITH LAWS, SUBCONTRACTING AND ASSIGNMENT.

Proposers are cautioned that GWA will not consider for award any proposal offer submitted by a Proposer who has not complied with Guam Licensing Laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation. A copy of a valid and current Certificate of Authorization (COA) issued by the Guam Board of Registration for Professional Engineers, Architects & Land Surveyors (PEALS) must accompany the RFP when it is submitted.

All Proposers agree by submitting this proposal that they will follow all applicable federal and local laws and regulations governing their submissions and performance under any contract issued under this RFP. Proposers further agree to pay all employees the rates specified by the U.S. Department of Labor and Guam law for the work covered hereunder.

All Proposers agree to secure GWA's written consent prior to hiring any subcontractor. All subcontractors will comply with all terms and conditions of this RFP as well as any Contract issued under this RFP. Proposers shall ensure that subcontractors are bound to the exact terms and conditions applicable to the firm whose proposal is accepted by GWA. No firm shall assign any work or payment due under this RFP without GWA's written permission.

G. COVENANT AGAINST CONTINGENT FEES

The Proposer warrants that it has not employed any person to solicit or secure any contract for a commission, percentage, brokerage or contingent fee (see attached disclosure form). 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 Proposer upon contracts or sales secure or made through bona-fide

established commercial or selling agencies maintained by the Proposer for the purpose of securing business.

H. JUSTIFICATION OF DELAY

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

I. DISCLOSURE OF MAJOR SHAREHOLDERS

As a condition of Proposer, 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 proposal for the Proposer and shall also contain the amounts of any such commission, gratuity or other compensation. A proposal from any firm that has person on the list 10% or more affidavit that is a member of the CCU or a GWA or GPA 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, requires that the Proposer not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Proposer 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 RFP is not valid unless approval is first obtained in writing 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 proposal. No other requests for assignment will be accepted.

L. DETERMINATION OF RESPONSIBILITY OF OFFERORS

GWA reserve the right to secure information necessary to assess the competency and qualifications of the Proposer, in accordance with methodologies set forth herein.

M. STANDARD FOR DETERMINATION OF MOST QUALIFIED

PROPOSER

In determining the most qualified Proposer, GWA shall be guided by the following:

- i. The ability, capacity, and skill of the Proposer to perform;
- ii. Whether the Proposer can perform promptly or within the specified time;
- iii. The character, integrity, reputation, judgment experience, and efficiency of the Proposer;
- iv. The quality of performance of the Proposer for awards previously made;
- v. The previous and existing compliance by the Proposer with laws and regulations relative to procurement;
- vi. The sufficiency of the financial resources and ability of the Proposer to perform;
- vii. Whether the Proposer can meet the terms and conditions of the RFP; and
- viii. The number and scope of conditions attached to the proposal.

N. PRE-PROPOSAL CONFERENCES

Pre-proposal conferences may be held at any time prior to the date established herein for submission of proposals to explain the procurement requirements for this RFP. GWA will notify all Proposers 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. PROPOSALS

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

P. COMPETENCY OF PROPOSERS

Proposals will be considered only from such Proposers who, in the opinion of GWA, can show evidence of their ability, experience, equipment, and facilities to render satisfactory performance of the terms and conditions herein.

Q. REQUEST FOR PROPOSAL FORMS

Each Proposer shall be provided with one (1) set of the RFP. Additional copies may be provided upon request at a charge of \$25.00 per RFP. All payments shall be by cash, certified check or money order and shall be made payable to the GWA.

R. MODIFICATION / ALTERATION

After the receipt and opening of proposals and at its option, GWA or its designee(s), may conduct discussions with Proposers that have submitted valid proposals for the purpose of clarification to assure full understanding and responsiveness to the solicitation requirement. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. However, please bear in mind that proposals should be submitted initially on the Proposer's most favorable terms. In conducting discussions there shall be complete confidentiality of any information derived from proposals submitted by competing Proposers.

S. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

T. SELECTION OF BEST-QUALIFIED OFFERORS

Upon the conclusion of the evaluation and discussion procedures as provided in the "Modification/Alteration" section, GWA or its designee(s), will select in the order of their respective qualification and evaluation ranking, no fewer than two acceptable proposals (or such lesser number if less than two acceptable proposals were received) deemed to be the best qualified to provide the required services.

U. EVALUATION CRITERIA FOR SELECTION

Upon the receipt of all proposals, a selection team will be convened to select the most responsive and qualified Proposers. It is common for the team to select two or more of the best proposals and conduct further review, which may include interviews. This is commonly known as "short listing." The evaluation factors and the maximum awarded points for each are shown on the above Uniform Questionnaire.

V. NEGOTIATION AND AWARD OF CONTRACT

GWA shall negotiate a contract with the best-qualified Proposer for the required services at a compensation determined in writing to be fair and reasonable. GWA reserves the right to contract for the work hereunder in planned phases which is dependant upon need and funding availability. Contract negotiations will be directed toward: (1) making certain that the Proposer has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; (2) determining that the Proposer will make available the necessary personnel and facilities to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

- i. Successful Negotiation Of Contract With Best-Qualified Proposer: If

compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Proposer, the contract will be awarded to that Proposer.

- ii. Failure To Negotiate Contract With Best-Qualified Proposer: If compensation, contract requirements or contract documents cannot be agreed upon with the best qualified Proposer, a written record stating the reasons therefore shall be placed in the file and GWA will advise such Proposer of the termination of negotiations which shall be confirmed by written notice within three (3) days. Upon failure to negotiate a contract with the best- qualified Proposer, GWA will enter into negotiations with the next most qualified Proposer. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with the next most qualified Proposer.
- iii. Notice Of Award: Written notice of award will be public information and made a part of the contract file.
- iv. Failure To Negotiate Contract With Proposers Initially Selected As Best Qualified: Should GWA be unable to negotiate a contract with any of the Proposers initially selected as the best qualified Proposers, offers may be re-solicited or additional Proposers may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.

III. SCOPE OF WORK (SPECIFICATIONS)

A. INTRODUCTION

It is the Guam Waterworks Authority's (GWA) vision to become a high quality water system and satisfy its customers. With this aim, a move to design additional deep wells and rehabilitate/modify existing deep wells to address the needs of people residing in this territory where interruptions in water service is being experienced. Most areas in Guam are served without interruptions, although lack of developed water sources in some areas, along with annual dry seasons and the occasional drought has highlighted the need for GWA to rehabilitate some of its existing wells and locate and drill new wells.

B. PROJECT OBJECTIVES

The work covered by this agreement consists in furnishing all labor, equipment and material necessary to perform planning, design, permitting, cost estimating, site development, site evaluation, operating and start-up procedure for rehabilitation of down hard well, to re-drill down hard wells, provide modifications to existing wells, and design new deep wells and associated well sites. The firm is responsible for providing professional services in compliance with Guam Board of Professional Engineers,

Architects and Land Surveyors (PEALS) rules for surveying, mechanical, electrical, civil, and geotechnical to complete the 100% plans, specification, and estimate for a fully functional well. GWA objectives in completing this broader scope of work includes the following:

C. PLANNING

GWA at present has 120 existing deep wells that cater the water supply for the consumption of most areas within the territory. Among the total number of deep wells, 105 are productive and 15 require rehabilitation/modification. GWA is seeking to identify and examine alternate water production method as well as the potential for new deep wells in a suitable location to produce clean and potable water to sustain the needs of the territory and the rehabilitation or modification of existing wells. GWA objectives in completing this broader scope of work include the following:

1. Development of appropriate design criteria to be used for the design of new deep wells and rehabilitation/modification of existing wells that would enhance water production and increase well operational flexibility.
2. Preparation of an engineering evaluation of the technical and regulatory of drilling new deep wells as well as rehabilitating existing wells.
3. Review the potential distribution area and take into consideration potential future water additions when making both transmission and distribution assessments and recommendations.
4. Identify the range of water distribution and treatment alternatives potentially available.
5. The information contained in the report will be used for general planning as a guide for the design engineer by presenting engineering design criteria and alternate site(s) as recommended by the report.

D. DESIGN OF NEW DEEP WELLS.

1. Design of up to three (3) new deep well(s) capable of producing 700 gallons per minute (1 MGD) at above ground discharge head deep enough to reach the saturated rocks or sediments in the aquifer. The existing exploratory well AG-10 may be one of the new wells designed while the other two shall be determined by the consultant through proper hydrological and subsurface analysis.
2. Design must suit the geological condition and strictly adhere to the regulations of the Guam Environmental Protection Agency (GEPA) for public

water systems and the requirements of the Guam Waterworks Authority (GWA).

3. Prepare the preliminary well design and the general specifications for the drilling and testing program.
4. The design of a water well and the preparation of contract documents related to it are functions of several construction of water well shall include a complete deep well system.
5. For new deep wells the sites evaluation includes a site plan with property survey, soils report, drainage report, and erosion control.
6. Define the hydro geological condition of the project area
7. Delineate the water-bearing formations within the project area
8. Determine the availability and characteristics of groundwater within the project area
9. Identify criteria and sources of potential groundwater pollutants, toxic chemicals, ionic contaminants and hazard within the project area and formulate measures to mitigate them.
10. Identify the potential sites for drilling of test/observation holes.

E. HYDRO-GEOLOGICAL AND GEOPHYSICAL INVESTIGATION METHODOLOGY FOR NEW WELLS.

1. Compilation and review of available geological and hydro geological reports and data of the general area.
2. Field confirmation of established geology and hydrogeology of the area with emphasis on the distribution, extent and nature of underlying rocks and geologic structures that may have effect or influence on the accumulation and movement of surface and groundwater.
3. Identification of potential sources of groundwater pollutants, toxic chemicals and ionic contaminants within the target area (such as industrial waste disposal sites, shallow excavations, septic tanks, crop fertilizers, pesticides, herbicides and other agricultural chemicals, leaks in sewers, storage tanks and pipelines and animal feedlots). Existing surface water and groundwater shall be sampled systematically and analyzed for complete bacteriological and pertinent water chemical analyses.
4. Conduct geo-resistivity survey to identify sub-surface rock formation, depths and thickness of each layer on the basis of gathered/interpreted geophysical data and correlation with local geology.

5. Preparation of preliminary well design that shall indicate the target depth, borehole and casing sizes and the estimated length of well screen or other form of alternative casings to be used.
6. Report maps and diagrams preparation. A preliminary report shall consist of a summary of initial findings and recommendations including proposed suggested well site well design and general technical specifications for the drilling and testing of the well. A final draft report shall be submitted to cover methodology, results of various activities, information, assessment and recommendations on the groundwater resource development.

F. REHABILITATION AND MODIFICATIONS OF EXISTING WELLS.

1. Conduct Inventory and investigations of seven (7) existing wells to address the well failure and other water points in the project vicinity to obtain more realistic values of well yield, permeability and other aquifer characteristics. The seven wells that GWA anticipates refurbishing are: D-3, D-17, D-18, D-22, M-9, A-28 and M-14. The list of wells is subject to change depending on GWA's needs.

Sources	Site	Notes	gpm
Down Hard well	D-3	Pump stuck in well head	189
Down Hard well	D-17	Collapsed screen	199
Down Hard well	D-18	Collapsed screen	180
Down Hard well	D-22	Pumping air	200
Down Hard well	A-28	PCE contamination	223
Down Hard well	M-14	Chlordane Contamination	239
Down Hard well	M-9	Pumping air	148

2. Identify and discuss the factors that contribute to well failure and identify alternative methods for well treatment and rehabilitation.
3. Identify and understand the cause of a problem at a specific deep well and develop a successful treatment program for a specific well to determine if the existing well(s) can be rehabilitated and/or repaired.
4. Review detailed operating data collected throughout the well's life and any data regarding similar successful and/or unsuccessful treatment procedures conducted previously.
5. Analyze and provide recommendations on re-drilling alternatives and techniques based on the geography of the area and the size and depth of the aquifer for GWA to select. The required information includes, among other things:
 - (a) location and depth of existing wells
 - (b) well construction details
 - (c) well logs

- (d) water level measurements
- (e) pumping test records
- (f) permeability, specific gravity and well yield
- (g) water quality data
- (h) river discharge rate
- (i) recharge zones

G. DEVELOP ALTERNATIVES

A detailed assessment of deep well alternatives must be presented in order to determine the appropriate deep well facilities that will meet the needs of the planning area and provide the most cost-effective approach and alternative method for well treatment and rehabilitation.

Provide a general description of all viable alternatives and a description of the alternative selection process. The modification plan must include a justification and methodology for selecting the recommended alternative. There should be enough detail and clearly stated conclusions in addressing each alternative to make it clear why each is or is not viable. A description of the recommended alternative in detail is necessary. Determination of whether each alternative to be used is permitted by the local comprehensive plan and development regulations (zoning) and if any conditions or limitations are required.

H. REVIEW PROCESS FOR WELLS PLANNING, DESIGN, AND REHABILITATION

1. A draft plan that includes all recommended alternatives shall be submitted for review and comment by GWA and participating agencies. The review of plans and engineering reports in draft form indicates project completion (i.e. 60%, 90%, and 100%). Depending on the number of agencies involved and the complexity of the project, 3 to 5 copies of the documentation may be needed for concurrent review.
2. All documents submitted to GWA Engineering Division shall be accompanied by electronic files in AutoCAD, word processing and image formats acceptable to GWA.
3. GWA will evaluate the design of new wells and select the final alternative based on the Firm's recommendation on well rehabilitation and for project implementation.
4. Upon approval of the recommended alternatives by GWA, either as initially submitted or modified as required by the review and comment process, planning documentation for the proposed alternative shall be completed.
5. Final drawings in Mylar sheets and complete bid documents must be submitted stamped and signed by the Engineer. Bid documents shall be accompanied by electronic files in AutoCAD and Word.

******* END OF SCOPE OF WORK *******

**PROPOSED PROFESSIONAL ENGINEERING SERVICES
CONTRACT BETWEEN THE GUAM WATERWORKS AUTHORITY
AND _____**

(THIS CONTRACT IS SUBJECT TO CHANGE AND GWA'S APPROVAL)

THIS AGREEMENT is made this _____ day of _____, 2010, by and between the Guam Waterworks Authority ("GWA"), whose business address is 578 N. Marine Drive, Tamuning, GU 96913, and _____ ("Consultant") whose business address is _____ and whose Guam business license number is _____.

WHEREAS, GWA intends to engage the professional services of the Consultant to provide Professional Engineering Services to GWA for the following project: Island-Wide Well Site Rehabilitation and New Well Site Development in RFP No. RFP-01-ENG-2010

WHEREAS, the services to be rendered are of a special and temporary nature which has been determined to be in the best public interest to be performed under contract by professional personnel other than employee in the service of GWA; and

WHEREAS, the Procurement Officer has provided adequate public announcement of the need for such services through a Request for Proposals describing the type of services required and specifying the type of information and data required of each offeror and the relative importance of particular qualifications; and

WHEREAS, the Consultant has submitted a statement of qualifications and an interest in providing such services; and

WHEREAS, the award of this contract to the Consultant has been made pursuant to a written finding by the purchasing agent that the Consultant is the best qualified based upon evaluation factors set forth in the request for proposals, and the negotiations of compensation has been determined to be fair and reasonable;

WITNESSETH, GWA and the Consultant, in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION I. PURPOSE:

To engage the professional services of the Consultant to provide Professional Engineering Services to GWA for the following project: Island-Wide Well Site Rehabilitation and New Well Site Development in RFP No. RFP-01-ENG-2010

SECTION II. SCOPE OF SERVICES:

The Consultant agrees to accept appointment as a Consultant to the Guam Waterworks Authority providing his best efforts to the performance of duties and responsibilities as outlined in the GWA Request for Proposals No. RFP-01-ENG-2010 which is incorporated herein by reference in its entirety and in accordance with all local and federal laws, rules, regulations, and policies applicable hereto. For the purposes of this Contract, the Consultant shall be an independent Contracting Consultant.

SECTION III. CONTRACT TERM:

Subject to Section IV, the Consultant shall perform work provided in the Scope of Work after Consultant's receipt of Notice to Proceed from the Government. The Consultant shall provide continuous construction inspection until the original construction contract completion date. All other services by the Consultant per the Scope of Work shall be provided up to final completion, including close-out of the project. No extension of services will be granted, unless there will be additional work added to the original scope of construction work and the Construction Contract.

SECTION IV. CONSULTANT'S COMPENSATION FOR SERVICES:

Guam Waterworks Authority will compensate the Consultant for all services performed pursuant to Section II, supra, in the maximum amount of: _____. This figure may be increased or decreased only after the scope of work has been substantially increased or decreased. GWA shall compensate the Consultant upon the receipt of a percentage completion invoice basis (i.e., based upon amount of work completed) which shall be submitted

by Consultant when the Consultant's work is 10% complete, 25% complete, 50% complete, 75% complete and 100% complete. The payments shall be prorated according to the percentage stated in the invoice (e.g., 10% of the total shall be paid when the 10% invoice is given, etc). GWA reserves the right to withhold payment of part or the entire amount due to if the Consultant's performance is not in accordance with the Scope of Work or is otherwise deemed unsatisfactory by GWA.

Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under this agreement. Prior to final payment, and as a condition precedent thereto, the Consultant shall execute and deliver to GWA a release, in a form approved by GWA, of claims against GWA arising under and by virtue of this Agreement.

SECTION V. CONSULTANT AGREES:

That Consultant agrees that he/she is an independent contractor and that there shall be no employee status or benefits arising from this Contract, which includes but is not limited to:

- a. GWA providing any type of insurance for Consultant, Consultant's employees, Consultant's Equipment, Buildings and Vehicles, or any other type of insurance required by this contract or by law, policy or rule.
- b. Participation in the Government of Guam retirement system;
- c. Accumulation of vacation leave, or sick leave;
- d. GWA paying any tax owed by Consultant for any reason, nor shall GWA be responsible for withholding of any taxes for Consultant or its employees.
- e. Payment by GWA for travel or any other benefit afforded to GWA employees.
- f. GWA making any payment to Consultant for any reason not explicitly provided for herein.

That he/she will, within thirty (30) days after any claim accrues arising out of or in connection with the contract as provided herein, give written notice to GWA and the Attorney General of Guam of such claim, and that he will not institute any suit of action against GWA in any court or tribunal in any jurisdiction based on any such claim later than one (1) year after such filing. Any action or suit on any claim shall not include any item or matter not specifically

mentioned in the proof of claim above specified. It is agreed that if such action or suit is instituted proof by the Consultant of his compliance with the provisions of this paragraph shall a condition precedent to any recovery; and that this paragraph does not constitute a waiver of any applicable statutes of limitations.

SECTION VI. GOVERNMENT PROVIDED SERVICES OR EQUIPMENT:

GWA shall place at the disposal of the Consultant all available information pertinent to the project upon which the Consultant can rely, including previous reports, survey information and any other data relative to the project. GWA will provide access to and make all provisions for the Consultant to enter upon public and private lands as required by the Consultant to perform his work.

SECTION VII. SCOPE OF AGREEMENT:

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to retaining the services of the Consultant by GWA and contains all of the covenants and agreements between the parties with respect to such retainment in any manner whatsoever. 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 (or his/her authorized designee) is the only signature that will bind GWA.

SECTION VIII. RESPONSIBILITY OF CONSULTANT:

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

GWA review, approval, acceptance of, and payment of fees 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 Consultant's failure in performance of this contract and the Consultant shall be and remain liable to GWA for all costs of any kind which may be incurred by GWA as a result of the Consultant's negligent performance of any of the services performed under this contract, or for any intentional act which contravenes the terms and conditions of this agreement and the spirit and intent of such. Consultant also agrees that it shall secure GWA's written approval before engaging the services of any subcontractor.

SECTION IX. ASSIGNMENT OF AGREEMENT:

The Consultant may not assign this agreement, or any sum becoming due the Consultant under the provisions of this agreement, without the prior written consent of GWA.

SECTION X. GENERAL COMPLIANCE WITH LAWS:

The Consultant is required to comply with all Federal and territorial laws and ordinances applicable to the work and it is the responsibility of the Consultant to examine all necessary laws, rules, regulations and guidelines to determine its duties thereunder. Consultant shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Consultant is exempt under Guam law (must include legal citations proving exemption).

SECTION XI. ACCESS TO RECORDS AND OTHER REVIEW:

The Consultant, including his subcontractors, if any, shall maintain 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 Government of Guam.

Each subcontract by Consultant pursuant to this agreement shall include a provision containing the conditions of this Section.

SECTION XII. OWNERSHIP OF DOCUMENTS:

All briefs, memoranda and other incidental Consultant work or materials furnished hereunder shall be and remain the property of GWA including all publication rights and

copyright interests, and may be used by GWA without any additional cost to GWA.

SECTION XIII. INDEMNITY:

Consultant 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 arising or growing out of the acts or omissions of the Consultant, Consultant's officers, agents (including subcontractors), servants or employees under this agreement.

SECTION XIV. CHANGES:

GWA may at any time, by written order make any change in the services to be performed hereunder. If such changes cause a material increase or decrease in the costs of doing the work under this agreement, or in the time required for this performance, an equitable adjustment shall be made and the agreement shall be modified in writing accordingly to the provisions of the Guam Procurement Law and Procurement Rules and Regulations pertaining to price adjustments.

SECTION XV. TERMINATION:

Section 15.1 TERMINATION FOR DEFAULT:

(1). Default. If the Consultant 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 Consultant 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 Consultant'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 Consultant 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) Consultant's Duties. Notwithstanding termination of the contract and subject to any directions from GWA, the Consultant shall take timely, reasonable, and necessary action to

protect and preserve property in the possession of the Consultant 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 Consultant and GWA; if the parties fail to agree, GWA shall set an amount subject to the Consultant's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. GWA may withhold from amounts due the Consultant 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 Consultant, the Consultant 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 Consultant to make progress in the prosecution of the work hereunder which endangers such performance) if the Consultant 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; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Consultant 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 Consultant to meet the contract requirements. Failure of the sub-contractor to perform for reasons other than cited above shall constitute a default of the Consultant unless cured by Consultant with a reasonable time. Upon request of the Consultant, 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 Consultant'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 Consultant's right to proceed under the provisions of this clause, it is determined for any reason that the Consultant 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

15.2 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 Consultant specifying the part of the contract terminated and when termination becomes effective.

(2) **Consultant's Obligations.** The Consultant shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Consultant will stop work to the extent specified. The Consultant shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Consultant to assign the Consultant's right, title, and interest under terminated orders or subcontracts to GWA. The Consultant 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, Consultant shall transfer title and deliver to GWA all documents and reports, plans, drawings, information and other material produced by Consultant or any of its sub-contractors in connection with the performance of this contract. The Consultant shall protect and preserve property in its possession or in the possession of any of its sub-contractors in which GWA has an interest.

(4) **Compensation.**

(a) The Consultant 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 Consultant fails to file a termination claim within one year from the effective date

of termination, GWA may pay the Consultant, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Consultant may agree to a settlement provided the Consultant 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 Consultant 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 Consultant 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 Consultant including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. Attorney's fees if for any reason it files suit against the government must be paid by the Consultant. The total sum to be paid the Consultant under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Consultant reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under

Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

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

SECTION XVI. 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.

SECTION XVII. GOVERNING LAW:

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

SECTION XVIII. EFFECTIVE DATE OF AGREEMENT:

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

SECTION XIX. GOVERNMENT NOT LIABLE:

A. GWA assumes no liability for any accident or injury that may occur to the Consultant, his or her agents, dependents, or personal property while en route to or from this territory or during any travel mandated by the terms of this agreement.

B. GWA shall not be liable to Consultant for any work performed by the Consultant prior to the written and signed approval of this Agreement by the General Manager for GWA and the Consultant hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

IN WITNESS WHEREOF, the parties have entered into this agreement on the dates indicated by their respective names.

Consultant:

Guam Waterworks Authority:

By: _____

By: _____

Consultant

John Benavente, P.E.
General Manager (interim)

Date: _____

Date: _____

Certified Funds Available:

Approved as to Form

By: _____

By: _____

Certifying Officer
Guam Waterworks Authority

Samuel J. Taylor
Staff Attorney, GWA

Date: _____

Date: _____

Guam Business License or Certificate of Authorization No.: _____

Contract No.: _____

Vendor No.: _____

Contract Amount: _____

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

SPECIAL PROVISIONS

AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS

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

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

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

NOTES:

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

EXAMPLE:

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

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

MAJOR SHAREHOLDERS OF DISCLOSURE AFFIDAVIT

STATE OF _____)
) SS.
 CITY OF _____)

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

1. *[Please check one]:*

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

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

<u>Name</u>	<u>Address</u>	<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.

