



**GUAM WATERWORKS AUTHORITY**

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

P.O. Box 3010, Hagåtña, Guam 96932

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

**REQUEST FOR PROPOSALS**

**(RFP 2024-07)**

**FOR**

**RISK MANAGEMENT**

**AND**

**INSURANCE CONSULTING SERVICES**

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**TALING M. TAITANO, CPA, CGFM, CGMA**  
**GWA Chief Financial Officer**

Digitally signed by Christopher M. Budasi  
Reason: for General Manager Miguel C.  
Bordallo, P.E.  
Date: 2024.04.11 16:39:58 +10'00'

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**MIGUEL BORDALLO, P.E.**  
**GWA General Manager**

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

**PROPOSAL NO:** RFP 2024-07

**ISSUE DATE:** April 18, 2024

**DEADLINE FOR QUESTIONS:** May 14, 2024

**DEADLINE FOR RESPONSES:** MAY 21, 2024

**DEADLINE:** August 6, 2024

**TIME:** 4:00 p.m.

**NAME AND LOCATION OF PROJECT(S):**

Risk Management and Insurance Consulting Services

**GWA DIVISION :** Finance Division

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## I. INSTRUCTIONS TO PROPOSERS

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”).

The Guam Waterworks Authority (“GWA”, “Owner”) is soliciting an experienced firm or individual to provide risk management and insurance consulting services to assist in managing GWA’s insurance portfolios.

### B. SUBMISSION OF RESPONSES

**One (1) original hard copy, five (5) complete hard copies and one (1) electronic copy of the bid must be submitted.** The original bid must be signed in ink by a person authorized to submit proposals on behalf of the proposer. All proposals shall be submitted entirely in English (including brochures, if any). The electronic copy of the proposal shall be submitted on a compact disk (“CD”) or Flash Drive. All documents shall be in “.pdf” format. Electronic bids shall constitute an exact replica of the original hard copy of the proposal that is being submitted. Although GWA will accept a Flash Drive, it must follow these requirements/guidelines: (1) Product must be made in the USA or TAA compliant country; (2) must be an encrypted USB thumb drive/External drive (like SanDisk, Data Traveler, Defender etc...); and (3) the encryption key must be provided upon submittal and USB must be free from viruses.

Sealed responses shall be submitted to the GWA Procurement Office, located on the first floor of the Gloria B. Nelson Public Services Building, Ste 101, 688 Route 15, Mangilao, Guam 96913. Failure to submit the required forms in the number required may be cause for rejection of proposals due to non-responsiveness. A narrative Statement of Qualifications shall not exceed ten (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 No. 2024-07, For Risk Management and Insurance Consulting Services.”**

**Responses must be received not later than August 6, 2024, 4:00 p.m., Chamorro Standard Time.**  
**Responses received after the closing time for receipt will not be considered.**

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 proposal, 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.

### **C. RESPONSE FORMAT AND CONTENT**

Interested firms shall submit their responses and must contain a statement of qualifications based upon ability to provide the services set forth in the scope of work below in a concise narrative which addresses the evaluation criteria set forth in this solicitation. The narrative response shall not exceed ten (10) pages, exclusive of resumes and exhibits.

By submitting a proposal, Consultants agree that the proposals submitted will be valid for a period of one hundred twenty (120) days. In the event Contract terms and price have not been agreed to by this date, GWA reserves the right to negotiate extensions to the validity period.

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

1. Cover letter referencing this RFP which lists the contents of the response.
2. Name of individual or firm submitting a proposal; location of principal place of business; name and contact information of individual or individuals who may be reached for negotiations if selected (including fax, phone and e-mail).
3. Statement of Qualifications - concise narrative which addresses each of the evaluation criteria.
4. The abilities, qualifications, and experience of all persons who would be assigned to provide the required services.
5. A detailed plan with time estimates for completion of each mandatory task set forth in the Scope of Services.
6. A listing of other contracts under which services similar in scope, size, or discipline that were entered into by the individual or firm within the last five (5) years.
7. A listing of current workload of the Consultant and anticipated completion dates for each project.
8. The Consultant shall indicate if subcontractors will be used in the performance of the services and, if so, they shall provide subcontractor names and detail subcontractor roles and responsibilities and distribution of the work effort between the Consultant and the subcontractor. Please note, GWA reserves the right to reject any and all subcontractors and no work may be performed by any subcontractor without first obtaining the express written permission of GWA.
9. Major Share Holder Affidavit (attached).
10. Non-Collusion Affidavit.
11. Certification Regarding Non-Employment of Convicted Sex Offenders.
12. Wage and Benefit Determination.
13. Non-Gratuity or Kickbacks Affidavit.
14. Ethical Standard Affidavit.
15. Contingent Fee Affidavit.

#### **D. EVALUATION COMMITTEE**

GWA will convene an evaluation committee comprised of 3 to 5 members to evaluate the proposals based on the established criteria. The evaluation committee will develop a list of qualified firms, rank the firms, and select the most qualified to negotiate the scope of services and related fees.

#### **E. CONTENTS OF THE PROPOSAL**

At a minimum, the proposal shall contain:

1. The name of the Proposer, the location of the Proposer's principal place of business, and, if different, the place of performance of the proposed contract;
2. The age of the Proposer's business and the average number of employees over the past year;
3. Time of delivery of the service illustrating all major tasks and their duration;
4. The abilities, qualifications, and experience of key personnel who will be assigned to perform the required services;
5. A listing of other contracts under which services similar in scope, size and discipline for the required services were performed or undertaken in the past ten (10) years;
6. A plan giving as much detail as is practical explaining how the services will be provided; and
7. Reference list of clients.

#### **F. 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 an RFP. GWA requires that all prospective Consultants 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.

## 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 or online at <http://www.guamcourts.com/CompilerofLaws/GCA/05gca/5gc005.PDF>). 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 via email to [psbids@guamwaterworks.org](mailto:psbids@guamwaterworks.org) and shall state in bold letters in the subject line: **“GWA RFP No. RFP 2024-07 for Risk Management and Insurance Consulting Services.”**

Direct or indirect contact with GWA employees, the Government of Guam, Consolidated Commission on Utilities (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 reserves the right to retain all proposals submitted regardless of whether a firm is selected or not. Submission of a proposal indicates the firm’s acceptance of these terms and conditions.

### 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.

## **E. TAXES**

Proposers are cautioned that they may be subject to taxation including, but not limited to, Gross Receipts Tax, Guam Business Privilege Tax, and Guam Income Tax. 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 Proposer and its subcontractors and assignees. Specific information of taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

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

Proposers are cautioned that GWA will not award any contract to a proposer who has not complied with Guam Licensing Laws. For information on how to obtain a Guam business license or to obtain specific information on licenses, you may contact the Guam Department of Revenue and Taxation, Business Privilege Tax Division at (671) 635-1836 or (671) 635-1751 or visit their website at <https://www.guamtax.com>.

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 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 at 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 secured 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, the cause and reasons of the delay.

#### **I. OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT**

As a condition of proposing any partnership, sole proprietorship, or corporation doing business with GWA 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 proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation, which have held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for the proposer and shall also contain the amounts of any such commission, gratuity or other compensation. A proposal from any firm that lists a person who owns ten percent (10%) or more who is a member of the CCU or a GWA 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 written approval is first obtained from GWA. No other requests for assignment will be accepted.

#### **L. DETERMINATION OF RESPONSIBILITY OF PROPOSERS**

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:



- 1) The ability, capacity, and skill of the proposer to perform;
- 2) Whether the Proposer can perform promptly or within the reasonable time for the anticipated scope of services;
- 3) The character, integrity, reputation, judgment experience, and efficiency of the Proposer;
- 4) The quality of performance of the Proposer with regard to awards previously made;
- 5) The previous and existing compliance by the Proposer with laws and regulations relative to procurement;
- 6) The sufficiency of the financial resources and ability of the Proposer to perform;
- 7) Whether the Proposer can meet the terms and conditions of the RFP; and
- 8) 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 the proposal 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**

Additional copies may be provided upon request at a charge of \$15.00 per RFP. All payments shall be by cash, certified check or money order and shall be made payable to 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 PROPOSERS

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 three (3) acceptable proposals (or such lesser number if less than three (3) 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 team will be convened to select the most responsive and responsible submissions and rate all proposals. The evaluation factors and the maximum awarded points for each are shown below.

| <u>Criteria</u>   | <u>Weight</u> |
|---|---------------|
| Qualification of the vendor <ul style="list-style-type: none"><li>• Strength and stability of the vendor</li><li>• Project organization</li><li>• Adequacy of labor / staff commitment</li></ul>                                  | <u>30%</u>    |
| Qualifications of personnel <ul style="list-style-type: none"><li>• Qualifications, education, and experience of key personnel</li><li>• Identified key personnel &amp; level of involvement in performing related work</li></ul> | <u>30%</u>    |
| Related experience <ul style="list-style-type: none"><li>• Experience in providing services similar to those requested in RFP</li></ul>   | <u>20%</u>    |

|   |            |
|---|------------|
| <ul style="list-style-type: none"> <li>• Experience with working with public agencies / utilities</li> <li>• Assessment of client references</li> </ul> |            |
| Plan for performing the required services   | <u>20%</u> |

**V. NEGOTIATION AND AWARD OF CONTRACT**

GWA, GPA, its designee(s) shall negotiate a contract with the best-qualified proposals for the required services at a compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: (1) making certain that the Consultant has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; (2) determining that the Consultant 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.

1. **Successful Negotiation of Contract with Best-Qualified Consultant:** If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Consultant, the award will be awarded to that Consultant, and entering into a contract will be subject to providing proof of licensure in Guam, insurance or other documents/proof that are a prerequisite to entering into a contract. GWA and GPA may award the contract separately
  
2. **Failure to Negotiate Contract with Best-Qualified Consultant:** If compensation, contract requirements or contract documents cannot be agreed upon with the best qualified Consultant, a written record stating the reasons therefore shall be placed in the file and GWA will advise such Consultant 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 Consultant, GWA will enter into negotiations with the next most qualified Consultant. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with the next most qualified Consultant.
  
3. **Notice of Award:** Written notice of award will be public information and made a part of the contract file.
  
4. **Failure to Negotiate Contract with Consultants Initially Selected as Best Qualified:** Should GWA be unable to negotiate a contract with any of the Consultants initially selected as the best qualified Consultants, offers may be re-solicited or additional Consultants 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.

## **5. W. CONTROL**

The successful Proposer for GWA will carry out the GWA assignment under the direction and control of the General Manager of the Guam Waterworks Authority or his/her designee(s). The successful Proposer for GPA will carry out the GPA assignment under the direction and control of the General Manager of the Guam Power Authority or his/her designee(s).

### **III. SCOPE OF WORK**

Services shall be provided to GWA & GPA beginning the date of execution of the contract required hereunder, or as stated therein.

#### **A. GENERAL**

Guam Waterworks Authority (“GWA”, “Authority”) provides water and wastewater services to the majority of Guam’s civilian population and some military facilities. At the end of FY2023, GWA had a staff of 356 full time equivalent (FTE) employees. GWA owns and operates a variety of facilities that provide water and wastewater services. These facilities include substantial visible and underground infrastructure assets. The condition and performance of GWA’s existing utility system assets were reviewed in the 2018 Water Resources Master Plan Update which is available on GWA’s website.

GWA is governed by a five-member elected Commission, the Consolidated Commission on Utilities (CCU). The CCU must approve all procurements in excess of managements authority; this level is currently set at \$1 million.

The Authorities are regulated by the Guam Public Utilities Commission. The PUC has broad regulatory authority over GWA including approval of any contracts \$1 million and above that might have an impact on rates.

#### **B. REQUIRED SERVICES:**

GWA are soliciting proposals to secure professional Risk Management and Insurance Consulting Services.

GWA currently owns capital assets with a total cost net of depreciation of \$812 million at the end of FY2023. These assets include land, buildings, water treatment plants, water transmission and distribution mains, sewer lines, water reservoirs, pump stations, wastewater treatment facilities, deep wells, meters, fire hydrants, machinery, and equipment. Additionally, GWA is required to

provide insurance for certain assets under lease from the U.S. Navy.

GWA currently retains insurance coverage for Property Loss, Casualty Loss, Excess Workmen's compensation, Crime, Director's and Officer's Liability, Excess Liability, and Automobile Insurance and looking for Cyber Security coverage. GWA is in year 3 of a 5 year contract which will expire on May 1, 2027.

**C. DESCRIPTION OF SERVICES REQUIRED:**

**1. Property, Casualty & Pollution Insurance Program Audit(s)**

- a. Review all of the property, casualty and pollution insurance policies of GWA
- b. Review all deductibles
- c. Perform GAP Analysis

**2. Property, Casualty and Pollution Program Marketing**

- a. Draft insurance renewal specifications to include new specifications if needed
- b. Assist with Agent/Market selection process
- c. Review all proposals and quotes
- d. Make recommendations on renewal options as part of the Request for Proposal development as well as annual renewals
- e. Ensure proper implementation of the insurance renewal including policy review

**3. Property, Casualty and Pollution Risk Management**

- a. Provide Risk Administration Services as needed, to include
  - i. Insurance Certificate Management – to comply with bond indenture requirements, etc.
  - ii. Development of Request for Proposal and Statement of Qualification Documents
  - iii. Development of Risk Management Manual
  - iv. Development of Claims Handling Protocol
  - v. Other services as required
- b. Provide Risk Analysis services as needed, to include
  - i. Evaluation of Asset Exposure and Risk
  - ii. Review of terms in GWA procurement documents and contracts related to insurance coverage
  - iii. FEMA Insurance Waiver Analysis
  - iv. Commercial Building Replacement Cost Valuation
  - v. Commercial Equipment Replacement Cost Valuation

- vi. Claims Analysis and Auditing
- vii. Cyber-Security Risk Management Analysis, Evaluation and Recommendation
- c. Provide Evaluation and Recommendations on the need for other services, such as:
  - i. Risk Control Services
  - ii. Risk Financing Services

**4. Captive / Self Insurance Program**

- a. Assist in determination if such programs are viable alternatives for the Authority
- b. If determined viable, assist in development of program

**5. Additional Requirements - other related tasks assigned by GWA but not limited to the following:**

- a. Assist with Insurance related matters as needed
- b. Assist with enterprise risk management functions
- c. Draft insurance language for additional coverage(s) as needed.

**D. DELIVERABLES:**

Prior to award of the contract, the Consultant shall prepare and submit to GWA a Project Schedule and Cost Proposal that shall describe in a clear, concise and easy to understandable format the detailed steps and tasks that are necessary to complete the assignment, deliverables, if any and timelines associated with each step and/or task and the anticipated man-hours to complete the tasks. The schedule must include what resources will be required i.e., hardware, software, human etc. and all costs associated with such requirements broken down by hourly rates or unit cost.

During the performance of the work under the Contract, the Consultant shall report to GWA each month on the progress of the completion of the Scope of Work, including the actual costs as compared to budget and whether the project is on schedule. The report shall also include a progress report on related information data of the Project Breakdown schedule showing the progress made on each task and milestones.

The Consultant shall also provide a monthly tracking system to report and itemize in detail the actual cost incurred in direct labor hours broken down by individual and with hours worked by each person and units of goods supplied under the Contract. The report shall be due with the monthly invoice. GWA shall have the right to review and approve the invoices.

**E. TIME AND DURATION OF THE WORK INVOLVED:**

The Firm/Individual will commence work on the Project not later than ten (10) calendar days

following the receipt of the Notice to Proceed (NTP). The term of the contract shall be for two (2) years, with options, at the sole discretion of GWA, to renew the contract for three (3) additional one-year terms, not to exceed a total contract period of five (5) years and subject to the availability and certification of funds for initial and each succeeding option year.

It is expected that the RFP for insurance is issued at least five (5) months prior to expiration of the current policies. Note that CCU and PUC approvals will be necessary prior to issuance of the RFP and for selection of the winning proposal.

**IV. SPECIAL PROVISIONS**

1. Consultant shall take steps as necessary to complete such Projects in a timely and efficient manner consistent with GWA's business requirements as made known to Consultant. Consultant shall implement an appropriately detailed labor tracking system to track resource availability and usage. Consultant shall report to GWA each month on efforts to complete assigned tasks and deadlines.
2. Upon final selection of the best qualified Proposer, the Scope of Services may be refined and modified during negotiations.
3. The Proposer shall indicate any variations to the performance requirements specified above for additional consideration. GWA is not required to consider variations.
4. The successful Proposer will be responsible for payment of all taxes and fees, i.e., Social Security, GRT, etc. and employees of the Proposer or its subcontractors will not be considered employees of the Guam Waterworks Authority.
5. GWA reserves the right to reject any proposed subcontractor for any reason GWA feels is prudent.

*This Request for Proposal was approved by Miguel C. Bordallo, P.E., GWA General Manager.*

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**SPECIAL PROVISION FOR  
OWNERSHIP DISCLOSURE AFFIDAVIT**

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

**5 GCA §5233 (Title 5, Section 5233) states:**

**Disclosure of Ownership, Financial, and Conflicts of Interest**

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

(b) Definitions.

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

(c) Public Disclosure of Ownership.

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

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



authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.

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

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

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

**OWNERSHIP & INTEREST DISCLOSURE AFFIDAVIT**

TERRITORY OF GUAM )  
                                  )  
HAGATNA, GUAM )

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Further, affiant sayeth naught.

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

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

Subscribe and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public \_\_\_\_\_  
In and for the Territory of Guam  
My Commission expires \_\_\_\_\_.

**NON-COLLUSION AFFIDAVIT**

Guam            )  
                      )ss:  
Tamuning        )

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

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

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

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

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

So sayeth \_\_\_\_\_  
(Declarant)

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

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

) Seal (

Notary Public

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

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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)

**NON-GRATUITY or KICKBACKS AFFIDAVIT**

Guam )  
 )ss:  
Tamuning )

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

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

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

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

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

So sayeth \_\_\_\_\_  
(Declarant)

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

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

) Seal (

Notary Public

**ETHICAL STANDARD AFFIDAVIT**

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

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

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

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

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

So sayeth \_\_\_\_\_  
(Declarant)

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

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

) Seal (

Notary Public  
GUAM/State of \_\_\_\_\_)

)ss:

Municipality/City of \_\_\_\_\_)

**CONTINGENT FEE AFFIDAVIT**

I, the undersigned, \_\_\_\_\_ [name] being first duly sworn, deposes and says:

1. I am the \_\_\_\_\_ [title] of \_\_\_\_\_ [name of Proposer] (“proposer”).
2. As part of proposer’s bid or proposal, to the best of my acknowledge, the proposer has not retained any person or agency on a parentage, commission, or other contingent arrangement to secure this contract.
3. As part of proposer’s bid or proposal, to the best of my acknowledge, the proposer has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
4. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned.
5. These statements are made pursuant to 2 GAR Division 4 § 11108(h).
6. I make these statements on behalf of myself as a representative of proposer, and on behalf of the Proposer’s office, representatives, agents, subcontractors, and employees.

Further, affidavit sayeth naught.

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

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

Subscribe and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for Guam  
My commission expires