

 GUAM WATERWORKS AUTHORITY	STANDARD OPERATING PROCEDURE	No.	SOP-1200-PRO-003
	GWA Ethics in Public Contracting	Effective Date	11/24/2025
		Final Approver	 Miguel C. Bordallo, P.E. General Manager
		Revision Letter	A

1.0 Purpose

This Standard Operating Procedure (SOP) establishes the standards of conduct for Guam Waterworks Authority's (GWA) employees, related to public contracting.

2.0 Scope

Except as otherwise provided by law, this SOP applies to the management of all GWA's procurement of goods and services.

When a procurement involves the expenditure of federal assistance, contract funds, or other federal funds, it shall comply with the standards of conduct covering conflicts of interest outlined in 2 CFR §200.318(c)(1) and other federal law and regulations that are applicable and which may conflict with Guam law.

3.0 Policy

Public employment is a public trust. It is the policy of the GWA to uphold the highest standards of integrity in its procurement practices. This policy promotes ethical conduct by establishing clear and practical standards that ensure fairness, transparency, and accountability in all contracting activities.

All GWA employees, executives, and agents involved in procurement must carry out their responsibilities with impartiality to ensure fair and open competition among qualified vendors. Their conduct must foster public confidence in the integrity, transparency, and fairness of GWA's procurement processes.

No employee, executive, or agent of GWA shall participate in the selection, award, or administration of a contract in which they have a real or apparent conflict of interest. Likewise, contractors and vendors doing business with GWA are expected to adhere to the same ethical standards outlined in this policy.

4.0 Definitions

- 4.1. **Blind Trust:** An independently managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.
- 4.2. **Breach:** An act of breaking or failing to observe a law, agreement, or code of conduct.
- 4.3. **Confidential Information:** Any information that is available to an employee only because of the employee's status as an employee of this Territory and is not a matter of public knowledge or available to the public on request.
- 4.4. **Conflict of Interest:** A situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity.

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- 4.5. **Conspicuously:** Means written in such special or distinctive format, print, or manner that a reasonable person against whom it is to operate ought to have noticed.
- 4.6. **Direct or Indirect Participation:** Means involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- 4.7. **Employee**¹: Includes the members of the Consolidated Commission on Utilities (CCU); a non-elected person, whether appointed or selected through a personnel selection procedure, receiving a salary, wages, or other compensation from GWA; and a non-compensated or minimally compensated person who performs work or services on behalf of GWA.
- 4.8. **Financial Interest:** Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received or is presently or in the future entitled to receive, more than two thousand five hundred dollars (\$2,500.00) per year, or its equivalent.
- Ownership or such interest in any property or any business as may be specified by the Ethics Commission.
- Holding a position in a business such as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- 4.9. **Gratuity:** Means a payment, loan, subscription, advance deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 4.10. **Immediate Family:** A spouse, children, parents, brothers and sisters, grandparents and grandchildren, mothers-in-law and fathers-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Stepsiblings, stepchildren, and stepparents shall also be regarded as immediate family.
- 4.11. **Official Responsibility:** The direct administrative or operating authority whether intermediate or final, either exercisable alone or with others, either personally or through subordinates, to approve, disapprove, or otherwise direct territorial action.
- 4.12. **Purchase Request / Requisition:** Means that document whereby a using agency requests that a contract be entered into for a specified need, and may include, but is not limited to, the technical description of the requested item, delivery schedule, transportation, criteria for evaluation, suggested sources of supply, and information supplied for the making of any written determination required for the purchase request.
- 4.13. **Users:** All GWA employees, consultants, and vendors, who are participating directly or indirectly in the procurement process of GWA.

5.0 Roles and Responsibilities

¹ [2 GAR Ch. 11 §11101 \(4\)](#)

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5.1.	General Manager (GM)	Approves this SOP and all its subsequent changes.
5.2.	Assistant General Manager - Administration & Support (AGM-AS)	Oversees the development, revision, and implementation of this SOP as the Policy Owner.
5.3.	Staff Attorney	Assists the Procurement Division in ensuring that all required contract clauses are included in both proposed and finalized contracts with vendors. Reviews disclosures of collusion and/or disclosures that may concern criminal activities or activities that might impair a procurement to determine if further action is required. May forward the IA's report on conflict of interest to the HR Division for adverse action or to the Office of the Attorney General (OAG) for an independent investigation to determine any potential criminal charges, based on the results of the IA's report.
5.4.	Personnel Services Administrator (PSA)	Works with the Policy Owner and Authors to establish a training module and track compliance of employees involved in procurement activities.
5.5.	Internal Auditor (IA)	Conducts an internal review or investigation when an undisclosed conflict of interest is reported, and forwards its findings on any possible or apparent conflicts to the Staff Attorney within 30 days upon receipt of the conflict.
5.6.	Supply Management Administrator (SMA)	Reviews this SOP annually and makes necessary changes to be presented to the AGM-AS for consideration. Monitors personnel to ensure compliance with this SOP and provide guidance if needed. Reviews all reports of violation of GWA's standards of conduct outlined in this SOP. Reviews all forms submitted per this SOP. Ensures that proper training and/or training guidelines are provided to the affected employees to ensure proper compliance with this SOP. Notes and reports any potential undisclosed conflicts of interest to the IA for internal review or

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		investigation within 24 hours of becoming aware of the conflict.
5.7.	Buyer Supervisor	Reviews the <i>Evaluator Affirmation and Disclosures Form</i> upon receipt. Ensures the validity of the procedures in this SOP and their compliance to such procedures.
5.8.	Procurement Division	Works with the Staff Attorney to ensure completeness of mandatory contract clauses required by law. Ensures that the required affidavits are part of the solicitation packets and submitted with bids or proposals as required.
5.9.	Human Resources (HR) Division	Receives IA's reports from the Staff Attorney regarding undisclosed conflicts of interest and recommends appropriate action by the General Manager in accordance with GWA Personnel Rules and Regulations (PR&R).
5.10.	Employees	Strictly abide by the contents of this SOP and conduct activities accordingly. When confronted by a situation not covered by this SOP or requiring clarification, seek the manager's, administrator's, or supervisor's assistance.

6.0 Procedure Description

- 6.1. **General Standards of Ethical Conduct for GWA Employees:** Any attempt to realize personal gain through GWA employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of public trust.

To fulfill this general prescribed standard, employees must also meet the specific standards set forth herein:

- 6.1.1. **Employee Conflict of Interest:** It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that:

- 6.1.1.1. The employee or any member of the employee's immediate family has a financial interest or other interest in or a tangible personal benefit about the procurement;
- 6.1.1.2. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest in the procurement;

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6.1.1.3. Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

6.1.2. **Financial Interest in a Blind Trust:** Where an employee or any member of the employee's immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest concerning matters about that financial interest, provided that disclosure of the existence of the blind trust has been made to the Civil Service Commission (CSC). A copy of the disclosure should be provided to the GWA Procurement Division.

6.1.3. **Discovery of Actual or Potential Conflict of Interest, Disqualification, and Waiver:** Upon discovery of an actual or potential conflict of interest, an employee shall promptly notify the SMA of the disqualification and shall withdraw from further participation in the transaction involved. The employee may, at the same time, apply to the CSC per their waiver requirements for an advisory opinion as to what further participation, if any, the employee may have in the transaction.

6.1.4. **Notice:** Notice of this prohibition shall be provided per regulations promulgated by the CSC.

6.2. Employee Disclosure Requirements

6.2.1. **Disclosure of Benefit Received from Contract:** Any employee who has, or obtains any benefit from any GWA contract with a business in which the employee has a financial interest shall report such benefit to the CSC; provided, however, that this Section shall not apply to a contract with a business where the employee's interest in the business has been placed in a disclosed blind trust. A copy of the disclosure should be provided to the SMA.

6.2.1.1. **Failure to Disclose Benefit Received:** Any employee who knows or should have known of such benefit, and fails to report such benefit to the CSC is in breach of the ethical standards of this Section.

6.2.1.2. **Notice:** Notice of this requirement shall be provided per regulations promulgated by the CSC.

6.2.2. **Reporting of Gifts:** 4 GCA §15202 requires every employee to file a gifts disclosure statement with the Guam Ethics Commission on or before June 30 of every year for any gifts to the employee, the employee's spouse, or dependent child valued singly or in the aggregate from a single source over \$200 whether the gift is in money, services, gifts or any other form for January 1 to December 31 of the preceding year. A copy of the disclosure should be provided to the GWA Procurement Office.

6.2.2.1. **Source of Gifts:** The source of the gift or gifts has an interest that may be affected by the official action or lack of action of the employee.

6.3. Gratuities, Kickbacks, and Favors to the Territory

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- 6.3.1. **Gratuities:** It shall be a breach of ethical standards for any person to offer, give, or agree to give any GWA employee or former GWA employee, or for any GWA employee or former GWA employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, about any program requirement of a contract or subcontract; or to any solicitation or proposal therefor.
- 6.3.2. **Kickbacks:** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- 6.3.3. **Favors to GWA:** For purposes of this Section, a favor is anything, including raffle tickets, of more than de minimis value and whether intended for the personal enjoyment of the receiver or GWA or for any person, association, club, or organization associated therewith or sponsored thereby. It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give, or agree to give any employee or agent of GWA or for any employee or agent of GWA to solicit or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of GWA whether or not such favor or gratuity may be considered a reimbursable expense of the GWA, during the pendency of any matter related to procurement, including contract performance warranty periods.
- 6.3.4. **Contract Clause:** The prohibition against gratuities, kickbacks and favors to the GWA discussed in this SOP shall be conspicuously outlined in every contract and solicitation therefor. See Section 6.8 for the complete listing of documents for submission by the vendors.
- 6.3.5. **Reporting:** Employees should immediately report any attempts by contractors or potential contractors to provide gratuities, kickbacks, or favors to the GWA SMA. The SMA should forward such reports to the AGM-AS and Staff Attorney for further action.
- 6.4. **Contingent Fees:** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a GWA contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies to secure business.
 - 6.4.1. **Representation of Contractor:** Every person, before being awarded a GWA contract, shall represent, in writing, that such person has not retained anyone in violation of this SOP. Failure to do so constitutes a breach of ethical standards.

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6.4.2. **Contract Clause:** The representation prescribed in 6.4.1 of this Section shall be conspicuously outlined in every contract and solicitation therefor.

6.5. **Contemporaneous Employment Prohibited:** Except as may be permitted by regulations under Title 5, Division 1, Chapter 5, Article 11 Ethics in Public Contracting, or under Title 4 - Public Officers & Employees - GCA, or rulings of the CSC, it shall be a breach of ethical standards for any employee who is participating directly or indirectly in the procurement process to become or be, while such an employee, the employee of any person contracting with the governmental body by whom the employee is employed. Notice of this provision shall be provided per regulations promulgated by the CSC.

6.5.1. **Permanent Disqualification of Former Employee Personally Involved in a Particular Matter:** It shall be a breach of ethical standards for any former employee knowingly to act as a principal or as an agent for anyone other than GWA, in connection with any:

6.5.1.1. judicial or other proceedings, application, request for a ruling, or other determination;

6.5.1.2. contract;

6.5.1.3. claim; or

6.5.1.4. charge or controversy;

in which the employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee of GWA, where GWA is a party or has a direct and substantial interest.

6.5.2. **One-Year Representation Restriction Regarding Matters for Which a Former Employee was Officially Responsible:** It shall be a breach of ethical standards for any former employee, within one (1) year after cessation of the former employee's official responsibility, knowingly to act as a principal, or as an agent for anyone other than GWA, in connection with any:

6.5.2.1. judicial or other proceeding, application, request for a ruling or other determination;

6.5.2.2. contract;

6.5.2.3. claim; or

6.5.2.4. charge or controversy; in matters which were within the former employee's official responsibility, where GWA is a party or has direct or substantial interest.

6.5.3. **Disqualification of Business when an Employee has a Financial Interest:** It shall be a breach of ethical standards for a business in which an employee has a financial interest knowingly to act as a principal, or as an agent for anyone other than GWA, in connection with any:

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- 6.5.3.1. judicial or other proceeding, application, request for a ruling or other determination;
- 6.5.3.2. contract;
- 6.5.3.3. claim; or
- 6.5.3.4. charge or controversy;

in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where GWA is a party or has a direct and substantial interest.

- 6.5.4. **Selling to the Territory after Termination of Employment is Prohibited:** It shall be a breach of ethical standards for any former GWA employee to engage in selling or attempting to sell supplies, services (excluding personal services), or construction to GWA within ninety (90) days following the termination of employment---unless the former employee's last annual salary did not exceed Twelve Thousand Dollars (\$12,000.00),

For the purposes of this section, the term "sell" includes, but is not limited to:

- a) Signing a bid, proposal, or contract;
- b) Negotiating contract terms;
- c) Engaging or directing any employee to negotiate or revise specifications, pricing, cost allowances, or other contract terms;
- d) Settling performance disputes; or
- e) Participating in any activity that facilitates or leads to the finalization of a contract, even if the contract is formally executed by another individual.

This restriction does not prohibit a former employee from accepting employment in the private sector with a company that contracts with GWA, nor does it prohibit the former employee from serving as a consultant to GWA, provided that such activities do not violate the ethical standards outlined in this SOP.

- 6.6. **Use of Confidential Information:** It shall be a breach of ethical standards for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.
- 6.7. **Financial Disclosure Form:** At least annually, all CCU Commissioners, GWA Executive Management, personnel of the Procurement Division, Managers, and Administrators who are regularly involved in the procurement of goods and contracts shall fill out a *Financial Disclosure Statement (Attachment 1)* and submit the signed form to the Procurement Division.
 - 6.7.1. Should a conflict of interest become known after the submission of the Financial Disclosure form, the employee must submit the updated *Financial Disclosure*

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Statement to the Procurement Division.

- 6.7.2. These forms will be reviewed by the SMA upon receipt and maintained by the Procurement Division. It is recommended that the forms be filled out and collected during the annual procurement training. Any potential undisclosed conflicts of interest should be noted and reported to the Internal Auditor (IA) within 24 hours of becoming aware of the conflict.
- 6.7.3. Upon receipt of the potential undisclosed conflict of interest, the IA will conduct an internal review or investigation and forward its findings on any possible or apparent conflicts to the Staff Attorney within 30 days.
- 6.7.4. If it is later determined that a conflict of interest exists, the conflicted party will be prohibited from participating in the procurement or management of the relevant contract.
- 6.7.5. Based on the gravity of the offense and the findings reported by the IA, the Staff Attorney may forward the IA's report to the Human Resources (HR) Division for adverse action or to the Office of the Attorney General (OAG) for an independent investigation to determine any potential criminal charges.
 - 6.7.5.1. Under a criminal complaint, GWA may seek restitution for any loss or harm against the Defendant.
- 6.8. **Mandatory Contract Clauses & Affidavits as Part of the Formal Solicitation Process:** The Procurement Division should work with the Staff Attorney to ensure that all mandatory contract clauses required by law are included in the proposed contracts in the solicitation packets as well as in the final contract with the vendors:
 - *Affidavit Re Non-Collusion (Attachment 2)*
 - *Affidavit Re Gratuities or Kickbacks (Attachment 3)*
 - *Affidavit Re Ethical Standards (Attachment 4)*
 - *Affidavit Re Contingent Fees (Attachment 5)*
 - *Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest (Attachment 6)*
 - *Declaration Re Compliance with U.S. DOL Wage Determination (Attachment 7)*

The Procurement Division will ensure that the required affidavits are part of the solicitation packets and were submitted as required with bids or proposals.
- 6.9. **Evaluator Affirmations and Disclosures Form:** Employees participating in evaluations of bids or proposals shall sign the *Evaluator Affirmation and Disclosures Form (Attachment 8)* before the evaluation.
 - 6.9.1. These forms will be reviewed by the SMA or the Buyer Supervisor upon receipt.

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- 6.9.2. Any conflicts of interest should be noted and the conflicted party prohibited from participating in the procurement, evaluation, or management of the relevant contract.
- 6.9.3. Any disclosures of collusion will be forwarded to the Staff Attorney to determine if criminal or civil actions should be taken.
- 6.9.4. This form will be part of the procurement file.
- 6.10. **Internal Control:** The SMA and Buyer Supervisor are charged with ensuring the validity of these procedures and their compliance. The Internal Auditor will periodically validate the content of this SOP and recommend improvements where needed.
- 6.11. **Reporting:** The SMA will report any disclosures of financial interests, gratuities, gifts, and other reportable events in this SOP to the AGM-AS at least annually. Any disclosures that may concern criminal activities or activities that might impair a procurement should be provided to the Staff Attorney for determination if further action is needed.
- 6.12. **Training:** The SMA will ensure a refresher course training is conducted annually and available for all GWA employees and vendors relating to this SOP. The Personnel Services Administrator (PSA) will work with the Policy Owner and Authors to establish a training module and track compliance of employees involved in procurement activities.

In compliance with SGCA, Div. 1, § 5141, all Buyers must complete the required procurement training offered by the Guam Community College. The SMA will seek opportunities for Procurement Division personnel to be trained and updated on procurement methods and regulations.

6.13. Non-Compliance with this SOP:

- 6.13.1. **Employees:** Failure of the employee to adhere and comply with any of the guidelines, policies, and procedures stated herein may result in progressive or adverse disciplinary action, including but not limited to suspension, demotion, or termination of employment as provided by GWA Personnel Rules and Regulations (PR&R).
- 6.13.2. **Supervisors and managers:** Failure of the Supervisor or Manager to report and enforce all the guidelines, policies, and procedures stated herein may result in progressive or adverse disciplinary action, including but not limited to suspension, demotion, or termination of employment as provided by GWA PR&R.

7.0 Document Approvals

Role	Position	Name of Approver	Approval Signature	Date Approved
Author	Supply Management Administrator	Vincent Ed Guerrero	Approval on File	On File
Policy Owner	Assistant General Manager - Administration & Support (AGM-AS)	Christopher M. Budasi	Approval on File	On File
Final Approver	General Manager	Miguel C. Bordallo, P.E.	Page 1	Page 1

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By existing Guam and Federal laws, the contents of this SOP were reviewed thoroughly by its Policy Owner and were found to be:

- ☒ appropriate for publication on the GWA website without compromising the security of GWA's system or the public's health and safety.
- ☐ not appropriate for publication on the GWA website because it might jeopardize the security of GWA's system or the public's health and safety.

8.0 Records of Revisions

All suggestions for improvement shall be directed to the Policy Owner indicated below. The Policy Owner will consider the input received, develop recommendations on how to address the suggestions, and obtain authorization to make the recommended changes. Updates, revisions, corrections, and waivers to this SOP shall be made in writing and approved by the GM.

8.1. Policy Owner: Assistant General Manager - Administration & Support (AGM-AS)

8.2. Authorization: General Manager

Effective Date	Revision Letter	Document Author	Description of Change
Page 1	A	Vincent Ed Guerrero	Initial Release of Policy/Procedure

9.0 References

- 9.1. 5 Guam Code Annotated (GCA) Government Operations Ch. 5 Guam Procurement Law
- 9.2. DOE SOP#: 200-047, Ethics in Public Contracting
- 9.3. Office of the Attorney General of Guam (OAG) [website](#)
- 9.4. 2 CFR §200.318(c)(1)
- 9.5. 2 Guam Administrative Rules and Regulations (GAR) Ch. 11 Ethics in Public Contracting

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Attachment 1: Financial Disclosure Statement

578 N Marine Dr
Upper Tumon, Guam 96913
vincentg@guamwaterworks.org
Telephone: (671) 300-8350

FINANCIAL DISCLOSURE STATEMENT¹
GWA ETHICS IN PUBLIC CONTRACTING

INSTRUCTION

Pursuant to GWA Ethics in Public Contracting, all GWA Executive Management, employees of the Procurement Division, as well as Administrators or Managers regularly involved in the procurement of goods and contracts shall fill out a Financial Disclosure Statement and submit the signed form to the Procurement Division on or before the beginning of every fiscal year.

Should a conflict of interest become known after the submission of this form, the employee shall submit the updated Financial Disclosure Statement to the Procurement Division.

Answer each question truthfully and indicate NONE when appropriate. You may use a separate sheet of paper if the space provided below is not enough. Each extra sheet must indicate the name of the employee, date, and page number. Answers on the separate sheet must indicate the questions it corresponds to.

1. Did you or any member of your immediate family (i.e., spouse, children, parents, siblings, grandparents and grandchildren, mothers-in-law and fathers-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law, stepsiblings, stepchildren and stepparents) conduct business, in any capacity for or with GWA, other than employment with GWA?

☐ YES ☐ NO

2. List the names of sources of any gifts over two hundred dollars (\$200.00), either individually or in aggregate, received as a result of employment with GWA, from anyone pursuing business with GWA (excluding gifts from members of your immediate family) during the fiscal year noted above. If none, please indicate NONE.

3. List all tickets to sporting, recreational, educational, or cultural events lodging, parking privileges, and travel expenses received from any public entity, business, or individual doing business with GWA (exclude gifts from members of your immediate family) during the fiscal year noted above. If none, please indicate NONE.

I, _____, hereto acknowledge receipt of the copy of the SOP on GWA Ethics in Public Contracting. I read its contents and understood that I shall abide by the standards of conduct outlined in the said SOP.

Further, I attest that all the answers/information I provided in this document are true, complete, and correct to the best of my knowledge.

NAME OF THE EMPLOYEE & BADGE NO.:

SIGNATURE:

FOR USE OF THE PROCUREMENT DIVISION

NAME OF RECEIVING EMPLOYEE:

DATE OF RECEIPT:

NOTATION OF THE SMA AFTER REVIEW:

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Attachment 2: Affidavit Re Non-Collusion

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
) SS.
 ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
 _____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

 Signature of one of the following:

Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this ____ day of _____, 20__.

 NOTARY PUBLIC

My commission expires _____, ____.

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Attachment 3: Affidavit Re Gratuities or Kickbacks

AFFIDAVIT RE GRATUITIES OR KICKBACKS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

_____, [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] _____. Affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

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

 Signature of one of the following:

Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20_____.

 NOTARY PUBLIC

My commission expires _____, _____.

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Attachment 4: Affidavit Re Ethical Standards

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

_____ [state name of affiant signing below], being first
 duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the offeror, a
 partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best
 of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees
 of offeror have knowingly influenced any government of Guam employee to breach any of the ethical
 standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any
 officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any
 government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11.
 These statements are made pursuant to 2 GAR Division 4 § 11103(b).

 Signature of one of the following:
 Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

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

 NOTARY PUBLIC
 My commission expires _____, _____.

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Attachment 5: Affidavit Re Contingent Fees

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____, [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] _____.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company 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. This statement is made pursuant to 2 GAR Division 4 11108(h).

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

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires _____, _____.

GWA Ethics in Public Contracting

Attachment 6: Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest

**AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND
CONFLICTS OF INTEREST**

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract.** This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals.**

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

☐ The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

☐ The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

GWA Ethics in Public Contracting

Attachment 6: Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest (continued)

Affidavit Disclosing Ownership, Influence,
Commissions and Conflicts of Interest
AG Procurement Form 002 (Rev. 11/17/2021)

[] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeree/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest

GWA Ethics in Public Contracting

Attachment 6: Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest (continued)

Affidavit Disclosing Ownership, Influence,
Commissions and Conflicts of Interest
AG Procurement Form 002 (Rev. 11/17/2021)

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address

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GWA Ethics in Public Contracting

Attachment 6: Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest (continued)

Affidavit Disclosing Ownership, Influence,
Commissions and Conflicts of Interest
AG Procurement Form 002 (Rev. 11/17/2021)

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(date)

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective
Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a
corporation

Subscribed and sworn to before me

This ____ day of _____, 20 ____.

NOTARY PUBLIC

My commission expires: _____

GWA Ethics in Public Contracting

Attachment 7: Declaration Re Compliance with U.S. DOL Wage Determination

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

(1) That I am _____ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

Signature

AG Procurement Form 006 (Feb. 16, 2010)

GWA Ethics in Public Contracting

Attachment 8: Evaluator Affirmation and Disclosures

578 N Marine Dr
Upper Tumon, Guam 96913
vincento@guamwaterworks.org
Telephone: (671) 300-6026

EVALUATOR AFFIRMATION AND DISCLOSURES¹
GWA ETHICS IN PUBLIC CONTRACTING

I, _____, evaluator of the following project:

Project Name:	
RFP Number:	

I note the following proposals have been submitted:

I make the following affirmations:

1. I or any members of my immediate family do not have any financial interests in any of the companies listed above.
2. I or any members of my immediate family have not received any gratuities, Kickbacks, favors, or gifts from any of the companies listed above.
3. I or any members of my immediate family are not employees or principals of any of the companies listed above.
4. I or any members of my immediate family are not negotiating with any of the companies listed above to become an employee.
5. I have not provided any information of a confidential nature related to this procurement to any of the companies listed above.
6. I or any members of my immediate family have not colluded, conspired, connived, or agreed, directly or indirectly to put in a sham proposal or conspired in any manner, directly or indirectly, sought by an agreement or collusion, or communication, or conference, to profit or to secure any advantage against GWA in the proposed contract.
7. I further affirm that all information related to this evaluation shall be kept confidential until such time that GWA has determined to publicly announce the results.

I certify that to the best of my knowledge the aforementioned statements are true and correct except for the items listed below. It is understood that any willful misrepresentation or fraud is subject to progressive or adverse disciplinary action, including but not limited to suspension, demotion, or termination of employment as authorized by GWA's PR&R.

Exceptions / Disclosures:

Printed Name & Signature
of Evaluator

Date