



CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

Response for Inquiries No. 1
IFB No. 2026-39
Chlorine Analyzer
October 13, 2026

Please acknowledge receipt below, of this RFI Response, twelve (12) pages, and return to psbids@guamwaterworks.org.

Name of Prospective Bidder:	
Authorized Signature:	
Print Name:	
Date:	

This document and attachments address inquiries regarding IFB 2026-39. It provides clarifications and additional information for informational purposes. In the event that any responses result in modifications to the bid documents, they should be considered as amendments to the original IFB 2026-39. Bidders are advised to include this acknowledgement of receipt as part of their bid submission.

NOTICE TO PROSPECTIVE BIDDERS:

- A. Please replace IFB Package, IFB Checklist for Bid Submission with Attachment 1 – IFB Checklist for Bid Submissions (REVISED) (1 Page)
- B. Please replace IFB Package, Section I. Bid Items, with Attachment 2 - I. Bid Items (Revised) (4 Pages)
- C. Please include in IFB Bid Submission, Attachment 3: Debarment and Suspension Certification Form (2 Pages)
- D. Amend IFB Package, Section V. Special Provisions, Part 7. to state the following:

7. Warranty.

The successful bidder shall warrant that all goods and services to be provided hereunder are:

- 1) Fit for the intended purposes stated in this Bid;
- 2) Are manufactured in the **United States**, and meet the standards set forth in this Bid OR goods and services not manufactured in the United States must be manufactured in the TAA Designated Countries according to FAR Part 52.225-5: Trade Agreements. Bidders must submit confirmation from manufacturers to ensure compliance.

The bidder shall also warrant all goods and services provided under this Bid to be free from manufacturer's defects for a period of not less than 1 year after GWA receipt of goods unless the manufacturer provides for a longer standard warranty, in which case, the longer term shall apply. All vendors shall provide a copy to GWA of the manufacturer's warranty with their bid. The

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warranty shall require the vendor to bear all costs to provide replacement goods within a reasonable period.

GWA may in certain limited circumstances, such as where GWA's ability to provide service to its customers is a risk or has already been impacted, require a replacement be provided within twelve 12 hours or less after notice of such need has been provided to the vendor.

In addition, the successful bidder will handle all warranty issues arising out of this agreement and shall act as the warranty administrator for the duration of any warranty provided under this Bid. Thus, if the vendor is not the manufacturer of the products provided under this Bid, GWA will not be required by the bidder to contact any manufacturer directly unless the bidder is the manufacturer of all goods provided hereunder and the bidder shall be responsible for picking up warranted goods from GWA's Tamuning warehouse. The vendor shall be responsible for paying all costs, including freight and insurance for all goods to be returned and to replace all warranted items.

In the event of any dispute as to whether a failure was related to a warranted defect, GWA may elect to have the goods inspected by a third party of its choice experienced with evaluating said goods. If the third party determines that such goods should be covered by a warranty, the vendor shall pay for the services of the third-party examination, if however, the examiner determines that the goods are not covered by a warranty, GWA shall pay for the third-party evaluation. GWA and the vendor agree to act in good faith and engage in fair dealing when administering this provision.

E. See below responses to Written Questions from Prospective Bidders:

QUESTION/INQUIRY AS SUBMITTED:		GWA RESPONSE:
1.	Could you please explain why GWA is using an IFB for this purchase after requesting and receiving our quotation?	GWA received responses to REQ-2026-700059 above the Small Purchase amount in accordance with 5GCA § 5213. Small Purchases. Therefore, GWA elected to issue an Invitation for Bid for these supplies.
2.	a. Has the scope, funding source, procurement requirement, or another circumstance changed? b. Please also confirm whether the IFB supersedes the earlier RFQ c. and what Guam license or manufacturer-authorization documents bidders must submit.	a. Please refer to IFB Package, Section I. Bid Items (Page 7). Funding Source, procurement requirement, and other circumstances remain the same as this IFB supersedes the previous requisition for small purchase. b. Please refer to RFI No. 1 response. REQ-2026-700059 has since been cancelled. c. Bidders shall attach a copy of appropriate business license, or an affidavit executed under perjury that indicates the Bidder is exempt under Guam Law, Section IV. Special Terms and Conditions, A. General Compliance with Laws.

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QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
3. Our amended RFQ quotation expires September 26. If GWA requests an extension, MCS will extend the quotation by 30 days and honor the quoted prices under the existing terms. They do not include the cost of the bid security or the additional administrative costs of complying with the IFB requirements. We would need to account for those costs in an IFB bid.	Please refer to Attachment 2 – Bid Form (Amended). Prices submitted in the Bid Submission shall cover all costs incurred in fulfilling the requirements under this IFB.
4. a. Country of manufacture and BABA. Section V.7 requires the bidder to warrant that the goods are manufactured in the United States, while the bid specifies exact Hach part numbers without substitutions. Hach identifies Germany as the customs country of origin for 8626200 and LXV525.99A11552. Hach has advised MCS that these items are BABA eligible, with manufacturer documentation available upon award. Will GWA accept those exact items with Germany disclosed as their customs country of origin and manufacturer BABA documentation supplied upon award? b. Is this purchase subject to BABA? c. If the U.S.-manufacture language was not intended to disqualify the specified items, please amend or clarify Section V.7.	a. Please refer to RFI Response No. 1, Part B. b. This purchase is NOT subject to Build America, Buy American Act.
5. a. Bid/performance security. When will GWA return the security if a bidder is unsuccessful or the IFB is canceled? b. If only some lines are awarded, will GWA release security in excess of 15% of the awarded amount? c. May the successful bidder, with GWA's written approval, replace a cashier's check after award with a compliant letter of credit without any lapse in security?	a. GWA shall return bid securities to all unsuccessful bidders upon acknowledgement of receipt of formal notice of bid status. b. Pursuant to 5 GCA § 5212 (b), Bid Security shall be in an equal amount of fifteen percent (15%) of the total amount bid. GWA may consider releasing some or all bid security based on case-by-case circumstances. c. Yes, GWA may allow bidders to replace initial bid security with appropriate

QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
	security in the amount of not less than 15% of the total amount bid.
6. Twelve-hour warranty replacement. In the limited circumstances described in Section V.7, when does the 12-hour period begin, what notice procedure applies, and does "replacement" mean delivery of the failed component to GWA's Tamuning warehouse? Does this obligation apply to each item, including the complete analyzer assembly, or only to an available replacement component?	The 12-hour replacement requirement in Section V.7 applies only in the limited circumstances described there, meaning cases where GWA's ability to serve its customers is at risk or has already been affected. The 12-hour period begins when GWA sends written notice to the vendor's designated contact. Notice may be sent by email. If GWA first gives notice by phone, it will confirm that notice in writing. The successful bidder must give GWA a contact person, with a phone number and email address, to receive warranty and replacement notices. This is the contact designated under Section II.W, or any other contact the vendor names in writing. GWA's notice will identify the failed item, its location, and the urgency of the request. Meaning of "replacement": Consistent with Sections V.4, V.6 and V.7, replacement means delivering a working replacement item to GWA's warehouse in Tamuning, at the vendor's cost. The vendor is also responsible for picking up the failed item from the Tamuning warehouse. The requirement applies to each item awarded under this IFB, but only to the part that has failed. If a sensor fails, a replacement sensor is required. A complete analyzer assembly is required only if the assembly itself has failed or cannot be restored by replacing a component. Where a full replacement cannot reasonably be delivered within 12 hours, GWA will work with the vendor in good faith on an interim solution that restores service, such as a loaner or temporary unit, followed by permanent replacement within a reasonable period.

QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
7. Award quantities and freight. The bid schedule permits separate awards by line. Will GWA award the full stated quantity of a selected line, or may it award fewer units within that line? The answer affects the freight included in each unit price.	GWA intends to award each line item individually to the most response, responsible bidder with the lowest bid amount. The bid amounts are to cover all costs and expenses incurred in fulfilling the requirements of the bid. Freight cost shall be inclusive on the unit cost of each line-item.
8. Warranty documentation. Will GWA accept Hach's signed authorization letter, which states its manufacturer warranty and warranty handling through its authorized distributor, together with Hach's published warranty policy and MCS's written commitment to administer warranty service locally for at least one year after GWA receives the goods?	Yes
9. Payment and acceptance. Please confirm the payment period following delivery and formal acceptance, whether each awarded line may be invoiced upon separate acceptance, and how GWA will notify the vendor of acceptance or any deficiency.	Yes, progress billing based on partial delivery is acceptable. Invoices shall be rendered on completion of services or delivery of goods and shall contain the PO number, item number, description of goods or services, quantities, unit price(s), date(s) rendered and total purchase price. Each invoice must refer to only one particular PO. Payment shall be made within thirty (30) days from the date the invoice is received. Receiving of item and signature on receipt of invoice will serve as acceptance of good. Should deficiencies be found, GWA will notify awarded vendor immediately. Please refer to Section V. Special Provisions, 7. Warranty
10 Bid validity. Please confirm that the 120-calendar-day firm-price period runs from the amended October 9 bid opening date and explain how GWA will handle an award or purchase order issued after that period.	Confirming that the 120-calendar-day firm-price period runs from the amended October 9 bid opening date. Please refer to Section II, D METHOD OF AWARD. GWA will work expeditiously to issue a purchase order to the winning bidder. However, should administrative or procedural requirements extend the timeline

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	for issuing the purchase order beyond that period, GWA may request in writing that the selected bidder extend its bid validity and firm pricing for an additional period. Any such extension will be by mutual written agreement, and the terms of the bid will remain unchanged.
11 V.1 permits a surety bond as the 15% bid/performance guarantee and states that security continues through delivery and the warranty period. Please confirm whether a single executed "Bid and Performance Bond for Goods and Services" in the IFB packet, in the amount of 15% of our total Base Bid, accompanied by the current Certificate of Authority and both Powers of Attorney specified in Section V.1(c), will satisfy the security requirement at bid submission and through completion of the warranty, with no separate cashier's check or additional performance bond upon award. If GWA requires any different form, wording, effective period, or supporting document, please identify it in writing so our surety can prepare a compliant instrument.	Please refer to IFB Package, Section V. Special Provisions, Part 1, Bid and Performance Bond Requirements. No other security is required at the time of bid submission.
12 The affidavit forms provided have a "contingent fees affidavits," however it's not required for this bid?	Yes, Contingent Fees Affidavit is required and shall be included in bid submission.
13 Also, how come there are two ownership disclosure affidavits as line items on the checklist?	Please refer to Response for Inquiries No. 1 – Attachment 1 – IFB Checklist for Bid Submissions (Revised) (1 Page).
14 Are the list of wages after the wage determinations required to be attached?	Please refer to IFB Package, Wage and Benefit Determination (Page 34), Section (4). Please attach the most recent wage and benefit determination applicable to Guam... (Wage Determination No. 2015-5693, as of August 27, 2026)
15 Is this debarment and suspension certification form required to submit?	Yes, please refer to Response to RFI No. 1 – Attachment 3: Debarment and Suspension Certification Form

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QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
16 Whether GWA will consider an approved-equal free chlorine analyzer and controller that provides 4–20 mA/Modbus outputs compatible with existing SCADA, with supporting documentation.	GWA maintains requirement of brand specific items. Please refer to Response to RFI No. 1 – Attachment 2.

Bidders are also notified to visit the GWA website: www.guamwaterworks.org to ensure that any addenda to the bid, responses to questions/inquiries, and changes are communicated to all bidders during the solicitation process.



Thomas F.A. Cruz, P.E.
Acting General Manager

CS

Response to RFI No. 1

Attachment 1 - IFB Checklist for Bid Submission (Revised)

1. Registration & Access

- ☐ Register at the GWA Supplier Portal
<https://fa-exzs-saasfaprod1.fa.ocs.oraclecloud.com/fscmUI/redwood/supplier-registration/register-supplier/register-supplier-verification>
- ☐ Confirm receipt of bid amendments, clarifications, or updates after registration.

2. Bid Preparation

- **Price Proposal**
 - ☐ Ensure price validity for a minimum of 120 calendar days unless otherwise specified.
 - ☐ Include all costs, ensuring accuracy and completeness.
- **Bid Guarantee**
 - ☐ Prepare a bid guarantee (15% of total bid price) unless otherwise identified.
 - ☐ Include the appropriate form of security: bid/performance bond, surety bond, certified check, or cashier's check.
- **Product Literature**
 - ☐ Provide brochures or descriptive literature for all items offered (if applicable).

3. Document Assembly for Submission

- Affidavits (**Originals Only**)
 - ☐ Ownership & Interest Disclosure Affidavit
 - ☐ Non-Collusion Affidavit
 - ☐ Certification of Non-Employment of Convicted Sexual Offenders
 - ☐ Bid and Performance Bond for Goods and Services
 - ☐ Wage and Benefit Determination
 - ☐ No Gratuity or Kickbacks Affidavit
 - ☐ Ethical Standard Affidavit
 - ☐ Good Standing Affidavit Ownership and Interest Disclosure Affidavit
 - ☐ **Debarment and Suspension Declaration**
 - ☐ Business License/Contractor's License
- While not required for proposal submission, ensure you have the appropriate license(s) as a precondition for contract entry.

4. Bid Submission

- Prepare sealed bid packages including:
 - ☐ One (1) **original bid clearly marked.**
 - ☐ Two (2) copies of the bid, clearly labeled.
 - ☐ One (1) electronic copy of the bid.
- Submit all required documents in a sealed envelope.
- Clearly mark envelopes with the GWA IFB number, bidder's name, and "Bid Submission."



Attachment 2
Response to RFI No. 1
Guam Waterworks Authority Invitation for Bid Number: GWA 2026-39
For Chlorine Analyzer

The Guam Waterworks Authority (GWA) is required to keep in compliance with the Federal Safe Drinking Water Act (SDWA) and the Guam Primary Drinking Water Regulations (GPDWR) and Ground Water Rule for all systems operated by the GWA Public Utility.

GWA's water production/treatment division is responsible for the purchase of and maintenance of an on-island inventory of all Chlorine Analyzers needed to ensure proper disinfection and safe drinking-water quality. For sources providing 4-log virus treatment, the disinfectant (chlorine) residual must be monitored at or before the first customer, continuously for systems serving more than 3,300 people with grab samples every four hours if the continuous equipment fails. The water system must maintain the minimum residual set by the primacy agency and comply with the Ground Water Rule as adopted under the SDWA and GPDWR.

A brand-specific procurement for Hach equipment is necessary because the requested sensors and controllers must be compatible with the existing Hach CLF10sc monitoring systems installed at GWA production wells.

Alternative manufacturers' chlorine sensors and controllers are not directly compatible with the existing Hach CLF10sc installation, digital communication protocols, controller configuration, calibration procedures, and existing system integration. Substituting another manufacturer's equipment would require significant modifications to the existing instrumentation infrastructure and may require replacement or modification of associated controllers, sensors, wiring, communication interfaces, programming, SCADA integration, mounting arrangements, and other system components.

The Hach CLF10sc is specifically designed to operate with Hach digital controllers, and Hach identifies the SC4500 as the required controller option for the CLF10sc system.

Based on the existing infrastructure, operational requirements, system compatibility, standardization, and critical nature of chlorine residual monitoring, the Instrumentation & Electrical Section determined that Hach is the required brand for these replacement components.

The requested Hach CLF10sc sensors and SC4500 controllers are necessary to maintain compatibility with the existing GWA Production Deep well instrumentation systems. Other manufacturers' equivalent products are not considered technically equivalent for this application because they cannot directly replace the existing Hach components without significant modifications to the installed instrumentation, control, communication, and SCADA systems.

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This is not an 'All or None' bid. Each line item will be awarded individually to the most responsive, responsible, and lowest bidder.

I. BID ITEMS

Item No	Item Description	Qty	UOM	Unit Cost	Extended Cost
1.0	Replacement Sensor for CLF10 Specifications: SC Free Chlorine Analyzer. Stainless Steel Tip. Product Number: 8626200 MANUFACTURER: _____ BRAND: _____ PLACE OF ORIGIN: _____ DATE OF DELIVERY: _____ (AFTER RECEIPT OF PURCHASE ORDER)	14	Each		
2.0	SC 4500 SINGLE INPUT Specifications: CLF10sc Free Chlorine Sensor, with SC4500, Controller, 1 Channel, Grab Sample Product Number: LXV525.97KTO004 MANUFACTURER: _____ BRAND: _____ PLACE OF ORIGIN: _____ DATE OF DELIVERY: _____ (AFTER RECEIPT OF PURCHASE ORDER)	1	Each		
3.0	SC4500 CONTROLLER PROGNOSYS Specifications: 5x mA Output, 2 Digital Sensors, 100 - 240 VAC, without power cord. Product Number: LXV525.99A11552 MANUFACTURER: _____ BRAND: _____ PLACE OF ORIGIN: _____ DATE OF DELIVERY: _____ (AFTER RECEIPT OF PURCHASE ORDER)	7	Each		

The amount(s) stated above are to cover all costs and expenses incurred in fulfilling the requirements under this IFB.

The Bidder declares that it has carefully and thoroughly examined the specifications and all bid

Attachment 2
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requirements and is familiar with the nature and extent of the work that is to be performed.

The Bid security enclosed herewith, without endorsement, in the sum of not less than fifteen percent (15%) of the amount of the Total Bid Price, is furnished to GWA as a guarantee that Bidder will enter into a contract with within ten (10) calendar days after Bidder’s receipt of notice from GWA of acceptance of its bid. In the event that this bid is accepted, and the Bidder shall fail to enter into the contract under the conditions and within the time specified in the IFB, the Bid Security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as reasonable and containing no penalties.

Pursuant to 5 GCA § 5212(c), the Bid Security provided by Bidder shall not be released upon award of the bid to the Bidder but instead shall continue in full force and effect until the services required by the Contract awarded under this IFB is completed. In addition, pursuant to 5 GCA § 5212(g), the Bid security that shall be held until complete provision of the services by the Bidder awarded the Contract is deemed to be satisfactory to adequately protect the best interest of the government of Guam, from default, and thus, no separate performance bond shall be required of the Bidder awarded the Contract.

The undersigned hereby acknowledges receipt of the following addenda (attach additional sheets if necessary):

RFI Response/Amendments	DATE

If awarded the contract, the undersigned agrees to complete specific items of work at earlier dates as stated and the entire work within the specified calendar days of the commencement of the contract time as defined in the Contract Documents.

The undersigned understands that GWA reserves the right to reject any or all bids or to waive any informality or technicality in any proposal in the interest of GWA.

RESPECTFULLY SUBMITTED,

Type of Organization (corporation, partnership, sole proprietorship, other): _____

Name of Individual Firm Members: _____

Date: _____

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Company Name:

Print Name of Authorized
Representative:

Title of Authorized Representative:

Signature of Authorized
Representative:

Mailing Address:

Physical Address:

Telephone:

Email:

If Bidder is a CORPORATION, the legal name of the corporation shall be set forth above, together with the signature(s) of the Officer(s) authorized to sign contracts on behalf of the corporation.

If bidder is a PARTNERSHIP, the true name of the firm shall be set forth above, together with the signature(s) of the partner(s) authorized to sign on behalf of the partnership.

If the bidder is an INDIVIDUAL, his signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or member of a partnership, a POWER OF ATTORNEY must be on file with the GWA prior to the opening of the bid or submitted with the bids; otherwise, the bid may be rejected as irregular and unauthorized.



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) 300-6846/47 Fax No. (671) 648-3290

DEBARMENT AND SUSPENSION CERTIFICATION FORM

Name and Title of Authorized Representative:	Doing Business As (DBA):
Address:	IFB/RFP NO.
Phone number:	
Email Address:	

Instructions For Certification Regarding Debarment and Suspension

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations and GWA procurement policy require interested bidders and offerors to comply with screening of contractors for debarment and suspension, and require contractors and bidders to sign this certification in order to participate in this procurement, which may directly or indirectly involve federal funds.

The Contractor certifies that neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position of management responsible for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participating in this procurement due to a finding, declaration, or application for debarment made by any federal, state, or local department/agency as verified through applicable federal and local exclusion databases, including but not limited to the System for Award Management (SAM).

The Contractor further affirms that itself, its owners, partners, directors, officers, principals, and affiliates have not at any prior time had any earlier OR past debarments, suspensions, or other agency decisions imposed in connection with debarment or suspension proceedings OR which have excluded them from the award OR the participation in government and public procurements outside the present debarment period; even if those periods have expired.

- (a) If prior debarments, suspensions, or any other administrative agreement, voluntary exclusion, settlement agreement in lieu of debarment, or other resolution entered into with any federal, state, or local agency do exist in connection with suspension or debarment proceedings OR which have effectively excluded Contractor and its partners, directors, officers, principals, and affiliates from the award or participation in public procurement, Contractor must list all prior debarments and/or suspensions in the Remarks Section and include the following (1) agency or department who issued the debarment action or decision (2) the type of action to confirm whether the action was a debarment or suspension or administrative or agency decision or other, (3) the effective dates of the action(s) and its expiration, and (4) the reason for the action. NOTE: Under Guam law, GWA is required to determine both “responsibility” and “responsiveness” when reviewing its bids and proposals submitted therefore the information on prior department, suspension, or decisions requested must be disclosed and may be used for consideration to determine Contractor responsibility; so Contractor may also provide any other information or facts to confirm that it remains a “responsible” bidder notwithstanding any prior actions that may exist.

OTHER REMARKS: To include, but not limited to: A summary of Debarment Resolution/Current Status, AND a list of any Prior Debarments and all details as requested under subsection (a) above.

- (b) The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participating in this procurement due to a finding, declaration, or application for debarment made by any federal, state, or local department/agency and shall require similar certification and disclosure from all subcontractors at any tier.
- (c) The Contractor acknowledges and agrees that it has a continuing obligation to immediately disclose to GWA any suspension, debarment, proposed debarment, voluntary exclusion, administrative agreement, or related proceeding that occurs prior to contract award or at any time during contract performance.

By your signature below, you certify the above to be true and correct, AND you further acknowledge that GWA will not issue an award, Purchase Order, or enter into a contract with any supplier(s) or contractor(s) on the grounds of suspension or debarment under this advertised IFB or RFP.

Dated this _____ day of _____, 2026.

By: _____
Authorized Signature for Contractor

Printed Name and Title