



**GUAM WATERWORKS AUTHORITY**  
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P.O. Box 3010, Hagåtña, Guam 96932  
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November 19, 2024

**Bid Amendment No: 1**

Invitation for Bid: 2025-01, Inventory Replenishment for Plumbing Materials and Supplies

Prospective Bidders are hereby notified of the following:

This amendment is issued to include the following forms as part of the bid package:

- Revised IFB Checklist for Bid Submission
- Good Standing Affidavit
- Bid and Performance Bond for Goods and Services

These forms must be completed and submitted as part of your bid. Please ensure you review and incorporate them into your submission.

Vincent Guerrero,  
Supply Management Administrator *CB*

# IFB Checklist for Bid Submission

## 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**)
  - Special Provision for Ownership Disclosure Affidavit Instructions and Ownership and Interest Disclosure Affidavit
  - Non-Collusion Affidavit
  - Certification of Non-Employment of Convicted Sexual Offenders
  - Wage and Benefit Determination
  - Non-Gratuity or Kickbacks Affidavit
  - Ethical Standard Affidavit
  - Contingent Fee Affidavit
  - Good Standing Affidavit
  - Bid and Performance Bond for Goods and Services
  - 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."



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

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(bidder name)

as Principal, herein after called the Principal and \_\_\_\_\_  
(name of surety)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Guam Waterworks Authority shall accept the bid and the Principal shall not withdraw said bid within one hundred twenty (120) calendar days after the opening of bids, and shall within twenty one (21) calendar days after the prescribed forms are presented to him for signature, enter into a Contract with the Guam Waterworks Authority in accordance with the terms of such bid. This bond shall also be held by the Guam Waterworks Authority to secure the faithful performance of such Contract and for the prompt payment of labor, goods, services and materials furnished in the prosecution thereof. In the event of the failure of the Principal to enter into such Contract, or if the Principals (Bidder) fails to perform in accordance with the requirements set out under the Bid or any other written instrument requirement performance thereunder, the Surety, on behalf of the Principals shall pay to the Guam Waterworks Authority the differences not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Guam Waterworks Authority may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if the Bidder shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the

performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

A. The Surety hereby waives notice of any alteration or extension of the time made by the Authority provided the same is within the scope of the Contract or any modification thereto.

B. Whenever the Bidder shall be and is declared in default by the Authority to be in default under the Contract, the Authority having performed its obligations hereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

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

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

D. The above named Bidder and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date of which the last of such claimant's

work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.

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

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

- (a) the Bidder; (b) the Guam Waterworks Authority, or (c) the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the



amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Bidder at any place the principal maintains an office or conducts its business.

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

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

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

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024, A.D.

IN THE PRESENCE OF:

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

\_\_\_\_\_  
(WITNESS) (BIDDER) (SEAL)

\_\_\_\_\_  
(TITLE) (TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY) (MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE) (TITLE)