



EDWARD M. BIRN
Director (Direktot)
RENA K. BORJA
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
GENERAL SERVICES AGENCY
(Ahension Setbision Hinirat)
Telephone (Telifon): (671) 475-1705/1706



LOURDES A. LEON GUERRERO
Governor (Maga'håga)
JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'låhi)

September 22, 2026

Invitation for Bid
GSA-046-26

AMENDMENT #3

Rental of Trash Bin/Containers and Pickup Services

- 1) Amend page 1 of 47.

From:

SUBMISSION DEADLINE: Friday, September 25, 2026, 10:00 AM ChST

BID OPENING DATE: Friday, September 25, 2026, 10:05 AM ChST

To now read:

SUBMISSION DEADLINE: Friday, October 2, 2026, 10:00 AM ChST

BID OPENING DATE: Friday, October 2, 2026, 10:05 AM ChST

- 2) Amend page 2 of 47.

From:

Deadline for Submission of Bid: Friday, September 25, 2026, 10:00 AM (ChST)

Bid Opening (Open to the Public): Friday, September 25, 2026, 10:05 AM (ChST)

To now read:

Deadline for Submission of Bid: Friday, October 2, 2026, 10:00 AM (ChST)

Bid Opening (Open to the Public): Friday, October 2, 2026, 10:05 AM (ChST)

- 3) Amend and replace pages 6 to 7 with the attached "**Revised Pages 6 to 7**" dated 9/22/2026.

All others remain unchanged.

Andriana Quitugua
Chief Procurement Officer

Please Print
ACKNOWLEDGMENT COPY
Received By: _____
Date: _____
Company/Name: _____
Email To: bids@gsadoa.guam.gov

7. Delivery.

Thirty (30) days upon receipt of purchase order. Schedule time and quantity will be coordinated between the successful bidder and the requesting department on an as-needed basis. Partial deliveries will not be accepted. All requirements specified must be provided and installed.

8. Contract Period.

The term of this contract is for a period of one (1) year on an as-needed basis upon availability of funds. Within this contract period of one (1) year the contract shall be reviewed every 6 months supported by a written determination for continued need. 2 GAR Div. 4 §3119(i) and §6101(5)(b).

The Government of Guam is required to order its actual requirements during the one (1) year period from the awarded bidder. 2 GAR Div. 4, §3119(i)(3); 5 G.C.A. §5235. The only exemptions to this actual-requirements assertion above are: A) when the agency's Procurement Officer approves a finding that the supply or service available under the contract will not meet a nonrecurring, a special need of the procuring agency; or B) when supplies are procured incidental to the Government of Guam's own programs as may be available that can satisfy the need.

9. Additional Requirement.

If other agencies within the Government of Guam have the same requirements, the effective price of said bid shall be used as a confirmed price. This additional requirement shall not exceed the term of this bid.

10. Funding Status and IDIQ Intention.

The using agency may receive additional funding for similar purchase in the near future and thus intends to utilize an IDIQ requirement(s) contract.

The government is in need of an indefinite quantity ("IDIQ") contract because, although expected, additional funds for similar and/or identical items is not at this time definite and it would expend unnecessary government resources to publish, solicit, and analyze an additional IFB simply because of the confirmed influx of funding within this one (1) – year IDIQ period. Other forms of contract will not suffice because they are not the official method for purchasing additional identical items at the same price as in the original accepted bid. 2 GAR Div. 4 §3119(i) and §6101(5)(b).

Article IV – Trash Bin Rental and Disposal Requirements

11. Rental.

The trash bins/containers provided under this contract shall be rented from the Awardee and shall remain the property of the Awardee at all times. The Awardee shall provide and maintain the appropriate bin/container size and type specified in the contract and purchase order and shall ensure that the bins/containers are suitable for the agency's intended use.

12. Maintenance.

The Awardee shall be responsible for maintaining the rented bins/containers in serviceable condition throughout the rental period, including repairing or replacing damaged or unserviceable bins/containers due to normal use, ordinary wear and tear, or conditions attributable to the Awardee's equipment, at no additional cost to the Government.

13. Waste Disposal.

Using agencies shall comply with all disposal requirements applicable to the services, including the type and nature of materials placed in the rented bins/containers. If a using agency fails to comply with the disposal requirements and results in additional handling, sorting, transportation, disposal, or other services beyond the scope of the contract, the Awardee shall promptly notify the Government and provide documentation of the condition and any resulting additional services required. The Awardee shall not impose or collect additional charges without prior written authorization from the Government. Any authorized additional costs shall be reviewed and processed in accordance with the contract and applicable procurement requirements.

Article V – Invoicing and Payment

14. Invoicing.

The Awardee shall submit an accurate invoice referencing the applicable Contract Number and Purchase Order. Each invoice must include a description of goods and services, quantities, and pricing consistent with the approved contract terms.

15. Payment.

Payment shall be made within thirty (30) days after receipt and acceptance of goods and/or services in good condition at the designated delivery location.

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below with an "X" are applicable to this bid.

1. **[X] AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **[X] GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **[X] TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **[X] LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **[X] LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with 5 GCA, Chapter 5 §5008.
6. **[X] COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **[] "ALL OR NONE" BIDS:** By checking this item, the Government is requesting all of the bid items/requirements to be bid on or none at all in accordance with 2 GAR, Division 4, Section 3115(f).
8. **[X] INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
9. **[] BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **[X] BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **[X] BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee in the form of a Surety Bond (Bid Bond) or Certified Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Bond or Certified Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasurer of Guam or the General Services Agency in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid Guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond or Certified Cashier's check. Bidder must include in his/her bid a valid Certificate of Authority from the Government of Guam to show proof that the Surety Company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. In addition, when the Surety is a foreign or alien corporation, a valid Power of Attorney executed by two (2) authorized officers of the Surety and issued to the Resident General Agent shall be required. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit the required Certificate of Authority, and where applicable, the Power of Attorney, shall be cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The Bid Bond or Certified Cashier's Check will serve as Bid Security for this procurement.**