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September 22, 2026

Invitation for Bid
GSA-046-26
Rental of Trash Bins/Containers and Pickup Services

Follow-up Questions and Concerns received from Lagu, LLC on September 15, 2026.

1. GSA's reply to Question 5 directs bidders to "See Amendment #2" regarding Basic and Alternate pricing; however, the document as issued only revises the bid submission and opening dates and does not address Item 9 or pricing. Does a separate amendment covering this topic exist, or is one forthcoming?
Response: See Amendment #3.
2. Item 11 requires a Surety Bond furnished by a "Surety," without defining that term beyond requiring a Certificate of Authority. Would a Guam-domiciled captive insurance company qualify as a Surety under this provision?
Response: The General Services Agency (GSA) will not accept a Captive Insurance Company as a surety unless it is authorized by the Guam Insurance Commissioner to issue surety bonds in Guam.
3. Per GSA's answer to Question 8, Item 12's 30-day term does not alter the Prompt Payment Act, which separately allows the Government of Guam up to 45 days to pay. Which timeframe governs?
Response: The thirty (30) day payment term identified in Article V, Section 15, shall govern the payment terms applicable to this contract and the resulting purchase orders. However, the applicable provisions of the Prompt Payment Act remain in effect for the Government's payment obligations.
4. Question 9 confirms trash bins as the only equipment covered by Section 30.b, but that same section is then deemed inapplicable. Kindly clarify whether repair and replacement costs for the bin, after the initial three-month period, fall to the Government.
Response: The entire Section 30 of the Solicitation General Terms and Conditions does not apply to this bid. This solicitation is strictly for the rental of trash bins/containers and pickup services, with the equipment provided by the awarded vendor at their expense. No repair or replacement costs are applied, unless there is evidence that the Government caused the need for repair and replacement.
5. The response to Question 10 states that costs from banned materials or overloading are the using agency's responsibility. How would such charges be set – following a predetermined rate or case-by-case? Would the originating Purchase Order need to be amended to cover these additional costs, or would a separate billing method apply?
Response: The contract is a firm fixed-price contract for the services specified. Any additional costs resulting from such circumstances shall be subject to prior Government review and authorization and shall not be automatically assessed by the contractor. Where additional fees are authorized, the applicable pricing shall be established in accordance with applicable procurement requirements.

6. To reconcile Questions 10 and 11, please affirm that the Contractor's responsibility is limited to servicing waste contained within the confines of the provided bins *with the lids fully closed*.

Response: Yes.



Andriana Quitugua
Chief Procurement Officer

Please Print
ACKNOWLEDGMENT COPY
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