

1 **GUAM CONSOLIDATED COMMISSION ON UTILITIES**
2 **RESOLUTION NO. 25-FY2016**

3 **RELATIVE TO THE RATIFICATION OF THE FIRST AMENDED CONTRACT (ONE-**
4 **YEAR RENEWAL) FOR SERVICES PROVIDED BY XEROX CORPORATION FOR**
5 **GWA'S PRINTER POOL PLAN**

6
7 **WHEREAS**, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities
8 (“CCU”) has plenary authority over financial, contractual and policy matters relative to the
9 Guam Waterworks Authority (“GWA”); and

10
11 **WHEREAS**, the Guam Waterworks Authority (“GWA”) is a Guam Public Corporation
12 established and existing under the laws of Guam; and

13
14 **WHEREAS**, the Consolidated Commission on Utilities under Section 5452 of Title 5
15 of the Guam Code Annotated has the authority to ratify the procurement of goods and services
16 if there is no indication that the company who was awarded the procurement acted in bad faith
17 and there is a finding that the procurement is for GWA’s use and is in the best interest of the
18 Territory of Guam; and

19
20 **WHEREAS**, GWA Management entered into a contract with Xerox Corporation on
21 February 5, 2014 to provide printing equipment, goods and services as set forth in GWA Bid
22 No. IFB-2013-11. The contract term shall be for a period of two years, with the option to
23 renew annually thereafter for a maximum Contract term of 5 years; and (Exhibit A).

24
25 **WHEREAS**, a chronology of the events which led to the lapse of the contract is
26 attached (Exhibit B). On February 5, 2016 GWA received the First Amended Contract from
27 and executed by Xerox dated February 4, 2016 (see Exhibit C); and

28
29 **WHEREAS**, the execution by GWA of the First Amended Contract subsequent to the
30 expiration date of the original contract is in the best interest of the GWA and the Territory of
31 Guam, as it provides for efficient and cost effective use of resources, competitive pricing for
32

1 the services contemplated, and but for the delay in the execution by the vendor, was intended
2 to be in effect as of February 5th, 2016; and
3

4 **WHEREAS**, GWA Management is seeking ratification of the First Amended Contract
5 to become effective February 5, 2016; and
6

7 **WHEREAS**, the Consolidated Commission on Utilities under Section 5452 of Title 5
8 of the Guam Code Annotated has the authority to ratify the procurement of these services
9 subject to the determinations set forth above, and GWA management is now seeking
10 ratification from the CCU for the services.
11

12 **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities
13 does hereby approve and authorize the following:
14

15 **Section 1.** The foregoing recitals hereto are hereby ratified, confirmed, and
16 incorporated herein by reference.

17 **Section 2.** The Consolidated Commission on Utilities hereby ratifies and approves the
18 services provided under the First Amended Contract on the following grounds:

- 19 a. There was no indication of bad faith or fraud in any of the
20 procurements contained herein.
- 21 b. According to GWA management, the goods and services
22 provided by Xerox Corporation was necessary to maintain GWA
23 daily operations.
- 24 c. All of the procurements herein are in the best interest of the
Territory of Guam and the Guam Waterworks Authority.
- 25 d. Only a reasonable profit was given in those instances where the
26 profit was given.

27 **Section 3.** This Resolution is hereby determined to be a declaration of official intent of
28 the Consolidated Commission on Utilities.

29 **Section 4.** All actions heretofore taken by the GWA or the officers thereof or on their
30 behalf not inconsistent herewith related to these purchases are hereby ratified, approved, and
31 confirmed.
32

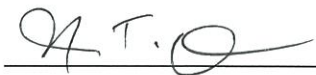
1 **Section 5.** Based on the forgoing, the CCU authorizes GWA management to enter into
2 the First Amended Contract, which hereby extends the contract for an additional period of one
3 year at the bid prices.

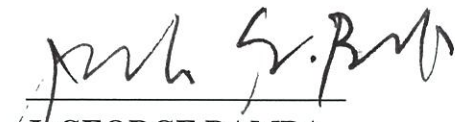
4
5 **RESOLVED**, that the Chairman certified and the Board Secretary attests to the
6 adoption of this Resolution.

7
8 **DULY AND REGULARLY ADOPTED**, this 22nd day of March 2016.

9 Certified by:

Attested by:

10
11 
12 **JOSEPH T. DUENAS**
13 Chairperson

14
15 
16 **J. GEORGE BAMBA**
17 Secretary

18 I, J. George Bamba, Board Secretary of the Consolidated Commission on Utilities, as
19 evidenced by my signature above do hereby certify as follows:

20 The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular
21 meeting by the members of the Guam Consolidated Commission on Utilities, duly and
22 legally held at a place properly noticed and advertised at which meeting a quorum was
23 present and the members who were present voted as follows:

24
25 AYES: 4
26
27 NAYS: 0
28
29 ABSTENTIONS: 0
30
31 ABSENT: 1
32



EXHIBIT A

FORMAL CONTRACT

THIS AGREEMENT AND FORMAL CONTRACT is made and entered into this 5th day of February, 2014 by and between the **GUAM WATERWORKS AUTHORITY** ("GWA"), whose business address is 578 North Marine Corps Drive, Tamuning, Guam 96913, and Xerox Corporation ("Contractor"), whose business address is Suite 101, 137 Murray Blvd. Hågatña, Guam 96910, licensed to conduct business on Guam and having Guam business license nos. are 1414685 and 1414687.

WITNESSETH, whereas, GWA intends to have Contractor provide printing equipment, goods and services as set forth in GWA Bid No. IFB-2013-11, in accordance with GWA's Bid and Contract.

NOW THEREFORE, GWA and the Contractor for the considerations hereinafter set forth herein and in other documents associated with the performance hereunder, agree as follows:

SECTION 1. THE CONTRACTOR AGREES:

1. To furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner the entire Scope of Work required under GWA Bid No. 2013-11 (hereafter "Bid"), including amendments thereto, and Contractor's Bid, all of which are hereby incorporated into this Contract in their entirety as if set out fully herein. In the event of any conflict between GWA's Bid and Contract and Contractor's bid, refer to Section 3 below for order of precedence.
2. Provide and install at locations specified by GWA all equipment and goods to be initially provided in good working order within 45 days from the date Contractor received the Notice to Proceed. The 9 multi-function machines to be provided are as follows:
 - a. Xerox WorkCentre 7775 copier/printer/fax/scanner — total of 2 machines with the monthly lease for each machine being \$1,159.39 (or \$2,318.78 monthly lease cost).
 - b. Xerox WorkCentre 7855 copier/printer/fax/scanner — total of 3 machines with the monthly lease for each machine being \$680.75 (or \$2,042.25 monthly lease cost).
 - c. Xerox WorkCentre 7835 copier/printer/fax/scanner — total of 4 machines with the monthly lease for each machine being \$543.63 (or \$2,174.52 monthly lease cost).

As clearly specified in GWA's Bid, the bid price for the lease of the machines includes the cost of consumable supplies, which includes, but is not limited to, toner, staples. The bid price also includes the cost of repair and preventative maintenance with no limits on the total number of copies made.

3. Provide all training, support, maintenance, warranty and other supplies, goods, consumables, equipment and services specified in the Bid, at the prices specified in the Bid, in the manner specified in the Bid and within the timeframes specified in the Bid.
4. Submit one monthly invoice showing the total copies and prints made on all nine (9) machines with a detailed breakdown of total prints and copies made for each machine. The base invoice shall be for Six Thousand Five Hundred Thirty-Five Dollars and Fifty-Five Cents (\$6,535.55). The invoice shall also include a detailed explanation of any "excess prints charges. The total monthly lease amount covers the cost for equipment, equipment maintenance, training, warranty, all consumable supplies including, but not limited to toner and staples and all other requirements set forth in GWA's Bid. The term "consumables" does not include paper. The invoice shall include the above amounts as well as the excess per print billing which shall be billed monthly in conformance with the mechanism specified in item 5 below.
5. The monthly lease cost includes the cost of GWA making 28,000 black prints and 16,000 color prints total for all machines with no limits on the number of copies made. Any "excess prints" above the amounts specified in this section shall be billed at the following amounts:
 - a. Black excess prints billed at \$.012 per print.
 - b. Color excess prints billed at \$.092 per print.
6. The Contractor agrees to commence work immediately upon the issuance of a "Notice to Proceed" from GWA and have the equipment installed and fully operational not later than forty-five days following the delivery of the Notice to Proceed to Contractor. Equipment will be deemed accepted, upon installation of the equipment by the Contractor's technician, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to GWA for the GWA's use and GWA concurs that the equipment is ready for use.
7. The Contractor agrees to bind every sub-contractor to the terms of this Contract. This Contract shall not be construed as creating any contractual relation between a sub-contractor and the Guam Waterworks Authority. All sub-contractors must be pre-approved by GWA in writing prior to performing any work.

SECTION 2. GWA AGREES:

The Guam Waterworks Authority will compensate the Contractor for all work performed pursuant to the Scope of Work in Bid No. IFB-2013-11 and all amendments thereto, in the maximum amount of: **Seventy-Eight Thousand Four Hundred Twenty-Six Dollars and Sixty Cents (\$78,426.60)** annually for the goods, equipment and services provided by Contractor. GWA reserves the right to withhold payment of part or the entire amount due if the Contractor's performance is not in accordance with the Scope of Work or Amendments thereto or is otherwise deemed unsatisfactory by GWA. A fifteen (15) calendar day period to cure the unsatisfactory performance will be provided to Contractor following written notice of such from GWA.

The bid/performance bond is meant to cover the 15% of the total bid for the initial two year contract price. The bid/performance bond shall remain in place until all work or services required under the Scope of Work have been provided (including, but not limited to, the conclusion of warranty periods for all goods, equipment or services). The bond shall also be required to be in place and effective for any optional renewal period.

SECTION 3. CONTRACT DOCUMENTS:

It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidence and constitute the Contract between the parties, hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- a. Invitation to Bid
- b. Contractor's Bid, excluding terms not contained in the bid or any amendment thereto.
- c. Bid / Performance Bond
- d. Certification of Bidders Regarding Equal Employment Opportunity
- e. Formal Contract (which shall control in the event of conflict between this and any other contract document).
- f. General Provisions
- g. Technical Specifications
- h. Bid Amendments
- i. Answers to Questions (if GWA determines they are applicable).

In the event of conflict, the parties agree the order of precedence will be as follows:

1. Formal Contract (which shall control in the event of conflict between this and any other contract document).
2. Contractor's response, excluding terms not contained within GWA's bid or any amendment thereto.
3. General Provisions
4. Technical Specifications
5. Bid Amendments
6. Invitation to Bid
7. Certification of Bidders Regarding Equal Employment Opportunity
8. Answers to Questions (if GWA determines they are applicable).

SECTION 4. LIQUIDATED DAMAGES:

The Contractor further agrees to pay to GWA the sum of 1/4 of 1% of the total bid price (i.e., annualized cost x total term of the initial contract) not as a penalty, but as reasonable liquidation damages for breach of this Contract by his failing, neglecting or refusing to complete the work within the time herein specified for each Phase. Said sum shall be paid for each consecutive calendar day therefore that the Contractor shall be in default after the time stipulated

in the Contract for completing the work. A fifteen (15) calendar day period to cure the unsatisfactory performance will be provided to Contractor following written notice describing the event and the associated additional expense from GWA. Sundays and legal holidays will be excluded in determining the number of days in default (this provision will not apply to the cure period). Contractor will either issue a check or issue a separate credit invoice that can be used to offset any non-Monthly Minimum Charge.

SECTION 5. COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warrant shall give GWA the right to terminate the contract, or at its direction, deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions paid by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

SECTION 6. ADDITIONAL CONTRACTS:

GWA may award other contracts for additional work, and the contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

SECTION 7. DISPUTES:

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the GWA General Manager whose decision shall be final and conclusive upon the parties thereto. In the meantime, the Contractor shall diligently proceed with the work as directed.

SECTION 8. CONTRACT BINDING:

It is agreed that this Contract and all the Covenants hereof shall insure to the benefit of and binding upon GWA and the Contractor respectively and his parties, successors, assignees and legal representative. Neither GWA nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without the express written consent of the other party. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by this contract, or the land upon which the same is situated.

SECTION 9. LIABILITY.

GWA, its officers, agents, employees and governing board assumes no liability for any accident or injury that may occur to the Contractor, Contractor's agents, employees, or to Contractor's

property while on the job or otherwise en route to or from the job during any travel required by the terms of this agreement except to the extent caused by the negligence or willful misconduct of GWA, its employees or agents.

GWA, its officers, agents, employees and governing board shall not be liable to Contractor for any work performed by the Contractor prior to the written and signed approval of this Contract by the General Manager for GWA and the Contractor hereby expressly waives any and all claims for service performed in expectation of this agreement prior to its signature of the General Manager.

SECTION 10. NOTICES:

All notices between the parties shall be in writing and shall be deemed served when personally delivered or when deposited in the mail, registered or certified, first-class postage prepaid, addressed as follows:

To: **GUAM WATERWORKS AUTHORITY**
Martin L. Roush,
P.E. General
Manager
578 North Marine Corps Drive
Tamuning, GU 96913

To: **CONTRACTOR**
Mike Salas
Solutions Service Executive
Xerox Corporation
Suite 101
137 Murray Blvd.
Hågatña, Guam 96910

SECTION 11. TERMINATION:

Section 11.1 -- Termination For Default:

(1) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, GWA may notify the Contractor in writing of the delay or non-performance and if not cured in fifteen (15) working days or any longer time specified in writing by the GWA, GWA may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the GWA may procure similar services in a manner and upon terms deemed appropriate by the GWA. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar services.

(2) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the GWA, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the GWA has an interest.

(3) Compensation. Payment for completed services delivered and accepted by GWA shall be at the contract price. GWA may withhold from amounts due (including amounts due for meters read) the Contractor such sums as the GWA deems to be necessary to protect GWA against loss because of outstanding liens or claims of former lien holders and to reimburse the GWA for the excess costs incurred in procuring similar goods and services (including the provision of these goods and services by GWA personnel). In addition, in the event of a breach on the part of the Contractor, GWA shall be due liquidated damages as specified in this Contract to compensate GWA for the administrative costs relative to providing for alternate services to be provided and to compensate GWA for the loss of revenue attributable to Contractor's delay, breach or non-performance.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractor(s) of Contractor, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the GWA within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform or to make progress due to such causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Contractor (or sub-contractor) were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Failure of the Contractor (or sub-contractor) to perform for reasons other than cited above shall constitute a default of the Contractor unless cured by Contractor with a reasonable time. Upon request of the Contractor, GWA shall ascertain the facts and extent of such failure, and, if GWA determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the GWA under the laws of Guam.

(5) Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection C, below.

(6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Section 11.2 - Termination For Convenience:

(1) Termination. GWA may terminate this contract in whole or in part, for the convenience of GWA (including the provision of services by any subcontractor of the Contractor). GWA shall give 30 days advance written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work (except in the case of Subcontractors where the Contractor is solely liable to GWA for their acts and/or non-performance or breach under this agreement) and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GWA may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to GWA. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Work Product. Upon termination of the contract for the convenience of GWA or for any other reason, Contractor shall transfer title and deliver to GWA all documents and reports, plans, drawings, information and other material produced by Contractor or any of its sub-contractors in connection with the performance of this contract. The Contractor shall protect and preserve property in its possession or in the possession of any of its sub-contractors in which the GWA has an interest.

(4) Compensation.

(a) The Contractor shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, GWA may pay the Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) GWA and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by § 3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the GWA and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, GWA shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

- (i) contract prices for services accepted under the contract;
- (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the

- amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;
 - (iv) the reasonable settlement costs of the Contractor including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

SECTION 12. SEVERABLE PROVISIONS:

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions. The terms of this Contract shall control in the event of any conflict between this Contract and any other document.

SECTION 13. GOVERNING LAW AND VENUE:

The validity of this agreement, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam. Moreover, any and all actions governing this agreement shall be brought in the Superior Court of Guam or the Guam District Court if applicable.

SECTION 14. OWNERSHIP OF DOCUMENTS:

All briefs, memoranda and other incidental Contractor work or materials furnished hereunder shall be and remain the property of GWA including all publication rights and copyright interests, and may be used by GWA without any additional cost to GWA.

SECTION 15. INDEMNITY:

Contractor agrees to save and hold harmless GWA, its board members, officers, agents, representatives, successors and assigns and other Government of Guam agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents (including subcontractors), servants or employees under this Agreement.

SECTION 16. GENERAL COMPLIANCE WITH LAWS:

The Contractor agrees that Contractor is to comply with all Federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder. Contractor shall attach a copy of appropriate business license or an affidavit executed under penalty of perjury that indicates that Contractor is exempt under Guam law (must include legal citations proving exemption).

SECTION 17. ACCESS TO RECORDS AND OTHER REVIEW:

The Contractor, including his subcontractors, if any, shall maintain copies of all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Guam Waterworks Authority. All originals of any documents related to this Contract shall be provided to GWA as soon as possible, but not later than one day prior to the conclusion of this Agreement. Each subcontract by Contractor pursuant to this agreement shall include a provision containing the conditions of this Section.

SECTION 18. SCOPE OF AGREEMENT.

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to retaining the services of Contractor by the GWA and contains all of the covenants and terms between the parties with respect to such this project. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement and addenda will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire agreement, the signature of the General Manager for the Guam Waterworks Authority (or his designee) is the only signature that will bind the GWA.

SECTION 19. ACCESS TO RECORDS AND OTHER REVIEW.

The Contractor shall be responsible for the professional and technical accuracy of all work and materials furnished under this contract. The Contractor shall, without additional cost to GWA, correct or revise all errors or deficiencies in his/her work. GWA's review, approval, acceptance of, and payment for goods, fee, or for services required under this contract, shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the Contractor's failure to performance of this contract and the Contractor shall be and remain liable to the GWA for all costs of any kind which may be incurred by the GWA as a result of the Contractor's negligent or erroneous performance of any of the services performed under this contract. GWA shall continue to remain liable for its own negligent acts and those of its employees and its failure to perform as provided under this agreement.

SECTION 20. CONTRACT TERM.

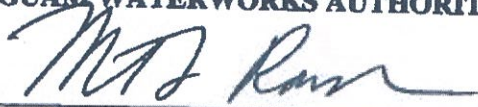
This term of this Contract shall be for a period of two years, with the option to renew annually thereafter for a maximum Contract term of 5 years. Renewals of the contract shall be at the bid prices.

SECTION 21. EFFECTIVE DATE OF THIS CONTRACT.

This agreement shall take effect upon the date it is signed by both the GWA General Manger and the Contractor and the date of this agreement shall be the date upon which the General Manager affixes his signature.

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first written.

GUAM WATERWORKS AUTHORITY:



Martin L. Roush, P.E.
General Manager

Date: 2-5-14

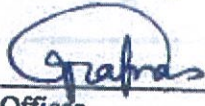
CONTRACTOR:



Eric Nakamura
Contractor's Authorized Representative

Date: 1/10/2014

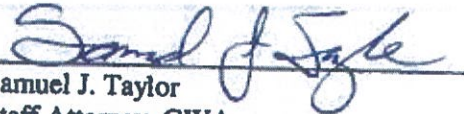
Certified Funds Available:



Certifying Officer
Guam Waterworks Authority

Date: 01/30/14
FY2014 Budget
GL# 3510.63608.303 **\$78,426.60**

Approved as to Form:



Samuel J. Taylor
Staff Attorney, GWA

Date: 2/4/14

Guam Business License or Certificate of Authorization No.: 1414685 & 1414687

Contract No.: N/A

Vendor No.: 13581

Contract Amount: \$156,853.20 (two year term).

Balance of \$78,426.60 subject to FY2015 Budget fund availability.
(certification).

**CORPORATE OR PARTNERSHIP CERTIFICATION AS TO
AUTHORIZATION TO BIND**

I, _____ certify
that I am the Secretary of the corporation or managing partner named as
contractor herein; that _____ who signed this contract on behalf
of the Contractor, was then _____ of said
corporation/partnership by authority of said corporation of its governing body, and is
within the scope of its corporate/partnership powers to bind said
corporation/partnership to the terms and conditions of this Contract.

Signed: _____
Corporate Secretary

Date: _____

(CORPORATE/PARTNERSHIP SEAL)

*** * END OF CONTRACT * ** ** *

XEROX CORPORATION

Certificate of Assistant Secretary

I, Douglas H. Marshall, Assistant Secretary of Xerox Corporation, a New York corporation (the "Company"), DO HEREBY CERTIFY that:

1. The following is a true and correct copy of an excerpt from a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on December 7, 2011, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED: that ... the President, any Vice President, the Treasurer, the Controller and any Manager or Director of any group, division or department of the Company, be, and each of them severally is, empowered to (i) execute and deliver in the name and on behalf of the Company all agreements, contracts, bids, instruments of conveyance or encumbrance, leases, bonds, consents, certificates (including any non-collusion certificates required by any governmental entity, department, agency or official), releases, powers of attorney and other documents which may be necessary or desirable in and relating to the ordinary conduct of the business of the group, division or department which he serves in that capacity (all of the foregoing collectively referred to as "Agreements") (ii) perform under all such Agreements; and (iii) from time to time delegate their authority under this resolution to such employees of the Company and subject to such terms, conditions and limitations as they determine to be advisable, the execution and delivery of any such delegation to be conclusive evidence of such determination.

2. Eric Nakamura is, as of the date hereof, the Major Account Contract Manager and Pricing & Contracting Manager for the Xerox Hawaii organization in the Northwest Operations of the USCO West Operations of the Company and is authorized to act under the above resolution.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the corporate seal of the Company hereto this 6th day of June, 2013.



Douglas H. Marshall
Assistant Secretary

[SEAL]

EXHIBIT B

Monday - December 21, 2015 4:23 p.m.

Initial notice of contract expiration sent via email by Nicole Ballesta-Quan to Sam, Greg, Victor, Vince G., and Stephen.

Wednesday – December 23, 2015 3:07 p.m.

Sam sent an email to Greg, Victor, and Vince G. regarding concerns/questions regarding the renewal of said contract.

Wednesday – January 20, 2016 2:29 p.m.

Second notice of contract expiration sent by Nicole to Sam, Greg, Victor, Vince G., and Stephen

Thursday – January 21, 2016 7:53 a.m.

Victor advised that Stephen was working on the renewal

Thursday – January 21, 2016 8:49 a.m.

Stephen acknowledges the reminder

Thursday – January 21, 2016 8:55 a.m.

Request for preparation of first contract amendment sent by Stephen to Sam

Saturday – January 23, 2016 9:21 p.m.

Sam sent an email to Stephen clarifying if he meant a contract amendment or a new contract

Thursday – January 28, 2016 12:52 p.m.

Sam sent an email to Stephen requesting that he needed a copy of Xerox's current business license before the amended contract be completed

Thursday – January 28, 2016 3:24 p.m.

Stephen advised Sam that he would get the current business license

Friday – January 29, 2016 2:34 p.m.

First amended contract sent to Procurement by Sam

Friday – January 29, 2016 4:20 p.m.

Stephen advised Mr. Michael Salas via email that the new contract is ready for pick-up

Friday – January 29, 2016 4:29 p.m.

Mr. Salas requested via email to Stephen to have Margaret Tyquiengco's name removed and replaced with Pamela S. via email

Monday – February 1, 2016 8:44 a.m.

Stephen acknowledges Mr. Salas's request and ask if he would be expecting someone to pick up the actual contract

Monday – February 1, 2016 8:52 a.m.

Mr. Salas advises Stephen that he will confirm who will sign the contract whether off-island, like the last time that he would pick-up and forward accordingly

Monday – February 1, 2016 9:17 a.m.

Stephen responds to Mr. Salas that will wait for confirmation

Tuesday – February 2, 2016 9:02 a.m.

A follow up email was sent by Stephen to Mike Salas asking who would be signing the contract

Tuesday – February 2, 2016 12:32 p.m.

Mr. Salas requests that Pam's information be indicated on the extension and that he would pick-up the contract later in the afternoon around 4pm

Tuesday – February 2, 2016 3:34 p.m.

Stephen acknowledges Mr. Salas's request

Wednesday – February 3, 2016 10:32 a.m.

Mr. Salas sends an email to Stephen regarding the following:

"As we spoke about, the fleet of leased Xerox equipment at GWA was installed on 3/26/14 which will put the end of the 24 month lease term at 3/25/16. Could you please have the extension contract reflect that the 24 month lease of Xerox equipment will come to term on 3/25/16 and the lease will be extended for another 12 month term (from 3/26/16 to 3/25/17)?"

Wednesday – February 3, 2016 11:08 a.m.

Stephen forwards the message received from Mr. Salas to Sam, Vince G., Victor, and Antonette

Wednesday – February 3, 2016 11:26 a.m.

Sam responds that he can't do what Xerox is requesting as that is not how contracts work.

Wednesday – February 3, 2016 4:47 p.m.

Stephen advises Mr. Salas to see response from our (GWA) legal counsel, Sam Taylor

Wednesday – February 3, 2016 4:51 p.m.

Mr. Salas acknowledges Stephen's previous email and indicates that he will forward to Xerox's contract manager

Thursday – February 4, 2016 2:25 p.m.

Mr. Salas indicated that Pam will be signing the agreement and he will swing by tomorrow to provide the original

Friday – February 5, 2016 at approximately 4:30 p.m.

Procurement received the contract from Xerox via hand delivery

Friday – February 5, 2016 4:59 p.m.

Procurement routed the contract to finance for fund certification

Victor Torres

From: Stephen Mondina <smondina@guamwaterworks.org>
Sent: Thursday, January 28, 2016 3:24 PM
To: 'Taylor, Samuel'
Cc: 'Victor Torres'; 'Nicole Quan'; gpcruz@guamwaterworks.org; vincentg@guamwaterworks.org; mcbordallo@guamwaterworks.org
Subject: RE: Renewal of Printer Pool Plan IFB-2013-11

Will do Sam

Best regards,

Stephen Mondina
Procurement Office
Phone: 671 300-6027
Fax: 671 649-3750
Email: smondina@guamwaterworks.org

From: Taylor, Samuel [<mailto:staylor@guamwaterworks.net>]
Sent: Thursday, January 28, 2016 12:52 PM
To: Stephen Mondina <smondina@guamwaterworks.org>
Cc: 'Victor Torres' <vict@guamwaterworks.org>; 'Nicole Quan' <nicole@guamwaterworks.org>; gpcruz@guamwaterworks.org; vincentg@guamwaterworks.org; mcbordallo@guamwaterworks.org
Subject: RE: Renewal of Printer Pool Plan IFB-2013-11

Steph,

Before I can get the Amended Contract done, I need a copy of the current business license for Xerox. Can you please hustle and get that for me? Sorry about the late notice on this, I was out sick for the last 3 days (down hard with the flu). I will work on the pending procurements next week as I need to get this done and 2 other contracts for Engineering done before CoB tomorrow and some other "hot potato" items.

Sam

From: Stephen Mondina [<mailto:smondina@guamwaterworks.org>]
Sent: Thursday, January 21, 2016 8:55 AM
To: Taylor, Samuel
Cc: 'Victor Torres'; 'Nicole Quan'; gpcruz@guamwaterworks.org; vincentg@guamwaterworks.org
Subject: RE: Renewal of Printer Pool Plan IFB-2013-11

Morning Sam,

I'm requesting if you could please prepare a new contract in reference to the Printer Pool Plan. As a reminder it will be expiring on Feb 04, 2016.

SECTION 20. CONTRACT TERM.

This term of this Contract shall be for a period of two years, with the option to renew annually thereafter for a maximum Contract term of 5 years. Renewals of the contract shall be at the bid prices,

Thanks,
Stephen

From: Stephen Mondina [mailto:smondina@guamwaterworks.org]
Sent: Thursday, January 21, 2016 8:49 AM
To: 'Victor Torres' <vict@guamwaterworks.org>; 'Nicole Quan' <nicole@guamwaterworks.org>; 'Taylor, Samuel' <staylor@guamwaterworks.net>; 'gpcruz@guamwaterworks.org' <gpcruz@guamwaterworks.org>; 'vincentg@guamwaterworks.org' <vincentg@guamwaterworks.org>
Subject: RE: Renewal of Printer Pool Plan IFB-2013-11

Thank you Nicole for the reminder.

Stephen

From: Victor Torres [mailto:vict@guamwaterworks.org]
Sent: Thursday, January 21, 2016 7:53 AM
To: 'Nicole Quan' <nicole@guamwaterworks.org>; 'Taylor, Samuel' <staylor@guamwaterworks.net>; gpcruz@guamwaterworks.org; vincentg@guamwaterworks.org
Cc: 'Stephen Mondina' <smondina@guamwaterworks.org>
Subject: RE: Renewal of Printer Pool Plan IFB-2013-11

Hi Nicole,

Stephen is working on the renewal to my understanding.

Thanks,

Victor

From: Nicole Quan [mailto:nicole@guamwaterworks.org]

Sent: Wednesday, January 20, 2016 2:29 PM

To: 'Taylor, Samuel' <staylor@guamwaterworks.net>; gpcruz@guamwaterworks.org; vict@guamwaterworks.org; vincentg@guamwaterworks.org

Cc: 'Stephen Mondina' <smondina@guamwaterworks.org>

Subject: RE: Renewal of Printer Pool Plan IFB-2013-11

Good afternoon all,

Any updates as to the renewal of the Printer Pool Plan? The initial contract expiration date is just around the corner, February 4th.

Thank you.

Nicole

From: Taylor, Samuel [mailto:staylor@guamwaterworks.net]

Sent: Wednesday, December 23, 2015 3:07 PM

To: gpcruz@guamwaterworks.org; vict@guamwaterworks.org; vincentg@guamwaterworks.org

Cc: 'Stephen Mondina' <smondina@guamwaterworks.org>; Nicole Quan <nicole@guamwaterworks.org>

Subject: RE: Renewal of Printer Pool Plan IFB-2013-11

Please see my concerns/questions below:

Greg - do you want to renew the contract?

Vic - any issues with renewal? Need to modify any terms or conditions?

Vince - do you see any problems with renewal?

Sam

From: Nicole Quan [mailto:nicole@guamwaterworks.org]

Sent: Monday, December 21, 2015 4:23 PM

Ann Borja

From: Stephen Mondina <smondina@guamwaterworks.org>
Sent: Thursday, February 04, 2016 2:42 PM
To: 'Salas, Michael'
Cc: 'vincent guerrero'
Subject: RE: IFB 2013-11 FIRST AMENDMENT CONTRACT

Thank you Mike.

Best regards,

Stephen Mondina
Procurement Office
Phone: 671 300-6027
Fax: 671 649-3750
Email: smondina@guamwaterworks.org

From: Salas, Michael [<mailto:Michael.Salas@xerox.com>]
Sent: Thursday, February 04, 2016 2:25 PM
To: Stephen Mondina <smondina@guamwaterworks.org>
Cc: vincent guerrero <vincentg@guamwaterworks.org>
Subject: Re: IFB 2013-11 FIRST AMENDMENT CONTRACT

Thanks Steph. Pam will be signing the agreement and I'll swing by tomorrow to provide you the original.
Mike

On Feb 4, 2016, at 8:25 AM, Stephen Mondina <smondina@guamwaterworks.org> wrote:

Noted, thanks Mike.

Best regards,

Stephen Mondina
Procurement Office
Phone: 671 300-6027
Fax: 671 649-3750
Email: smondina@guamwaterworks.org

From: Salas, Michael [<mailto:Michael.Salas@xerox.com>]
Sent: Wednesday, February 03, 2016 4:51 PM
To: Stephen Mondina <smondina@guamwaterworks.org>
Cc: vincent guerrero <vincentg@guamwaterworks.org>
Subject: RE: IFB 2013-11 FIRST AMENDMENT CONTRACT

Thanks Stephen. I'll forward to our Contract Manager.
Mike

From: Stephen Mondina [<mailto:smondina@guamwaterworks.org>]
Sent: Wednesday, February 03, 2016 4:47 PM

To: Salas, Michael
Cc: vincent guerrero
Subject: FW: IFB 2013-11 FIRST AMENDMENT CONTRACT

Afternoon Mike,
Kindly see the response below from our legal counsel, Sam Taylor.

Best regards,

Stephen Mondina
Procurement Office
Phone: 671 300-6027
Fax: 671 649-3750
Email: smondina@guamwaterworks.org

From: Taylor, Samuel [<mailto:staylor@guamwaterworks.net>]
Sent: Wednesday, February 03, 2016 11:26 AM
To: Stephen Mondina <smondina@guamwaterworks.org>
Cc: vincent guerrero <vincentg@guamwaterworks.org>; Victor Torres <vict@guamwaterworks.org>; Antonette Acfalle <gwalegal@guamwaterworks.org>
Subject: RE: IFB 2013-11 FIRST AMENDMENT CONTRACT

Steph,

I can't do what Xerox is requesting because that isn't how contracts work. The extension begins the day after the old contract expires, not when they actually installed the equipment.

Sam

From: Stephen Mondina [<mailto:smondina@guamwaterworks.org>]
Sent: Wednesday, February 03, 2016 11:08 AM
To: Taylor, Samuel
Cc: vincent guerrero; Victor Torres; Antonette Acfalle
Subject: FW: IFB 2013-11 FIRST AMENDMENT CONTRACT

Sam,
Please see email below from Xerox, Michael Salas.

Best regards,

Stephen Mondina
Procurement Office
Phone: 671 300-6027
Fax: 671 649-3750
Email: smondina@guamwaterworks.org

From: Salas, Michael [<mailto:Michael.Salas@xerox.com>]
Sent: Wednesday, February 03, 2016 10:32 AM
To: Stephen Mondina <smondina@guamwaterworks.org>
Cc: Nakamura, Eric K <Eric.Nakamura@xerox.com>; Quinata, Pamela <Pamela.Quinata@xerox.com>

Oshiro, Irene <irene.Oshiro@xerox.com>

Subject: RE: IFB 2013-11 FIRST AMENDMENT CONTRACT

Hi Stephen,

As we spoke about, the fleet of leased Xerox equipment at GWA was installed on 3/26/14 which will put the end of the 24 month lease term at 3/25/16. Could you please have the extension contract reflect that the 24 month lease of Xerox equipment will come to term on 3/25/16 and the lease will be extended for another 12 month term (from 3/26/16 to 3/25/17)?

PRODUCT	SERIAL NO	INSTALL DATE	EXPIR DATE
WC7775 MFP	RFX347588	3/26/2014	3/25/2016
WC7775 MFP	RFX348473	3/26/2014	3/25/2016
WC7835P	MX1192512	3/26/2014	3/25/2016
WC7835P	MX1192524	3/26/2014	3/25/2016
WC7835P	MX1192603	3/26/2014	3/25/2016
WC7835P	MX1192517	3/26/2014	3/25/2016
WC7855PT	MX4335050	3/26/2014	3/25/2016
WC7855PT	MX4335059	3/26/2014	3/25/2016
WC7855PT	MX4335041	3/26/2014	3/25/2016

Thanks,
Mike

-----Original Message-----

From: Stephen Mondina [<mailto:smondina@guamwaterworks.org>]

Sent: Tuesday, February 02, 2016 3:34 PM

To: Salas, Michael

Cc: 'vincent guerrero'; 'Taylor, Samuel'

Subject: RE: IFB 2013-11 FIRST AMENDMENT CONTRACT

Noted. Thanks Mike.

Best regards,

Stephen Mondina
Procurement Office
Phone: 671 300-6027
Fax: 671 649-3750
Email: smondina@guamwaterworks.org

-----Original Message-----

From: Salas, Michael [<mailto:Michael.Salas@xerox.com>]

Sent: Tuesday, February 02, 2016 12:32 PM

To: Stephen Mondina <smondina@guamwaterworks.org>

Cc: vincent guerrero <vincentg@guamwaterworks.org>; Taylor, Samuel <staylor@guamwaterworks.net>

Subject: Re: IFB 2013-11 FIRST AMENDMENT CONTRACT

Hi Stephen,

Can you please put Pams information on the extension? I will stop by your office to pick up the paperwork later this afternoon around 4pm.

Thanks,

Mike

> On Feb 2, 2016, at 9:02 AM, Stephen Mondina <smondina@guamwaterworks.org> wrote:

>

> Morning Mike,

> Any response, of who will be signing?

>

>

>

> Best regards,

>

> Stephen Mondina

> Procurement Office

> Phone: 671 300-6027

> Fax: 671 649-3750

> Email: smondina@guamwaterworks.org

>

>

> -----Original Message-----

> From: Stephen Mondina [<mailto:smondina@guamwaterworks.org>]

> Sent: Monday, February 01, 2016 9:17 AM

> To: 'Salas, Michael' <Michael.Salas@xerox.com>

> Subject: RE: IFB 2013-11 FIRST AMENDMENT CONTRACT

>

> Ok, I'll wait until you confirm.

>

> Best regards,

>

> Stephen Mondina

> Procurement Office

> Phone: 671 300-6027

> Fax: 671 649-3750

> Email: smondina@guamwaterworks.org

>

>

> -----Original Message-----

> From: Salas, Michael [<mailto:Michael.Salas@xerox.com>]

> Sent: Monday, February 01, 2016 8:52 AM

> To: Stephen Mondina <smondina@guamwaterworks.org>

> Subject: Re: IFB 2013-11 FIRST AMENDMENT CONTRACT

>

> Let me confirm again who will be signing on behalf of Xerox... If off-island

> (i.e. Eric Nakamura like last time), I can pick it up and forward to him for

> signing.

> Thanks,
> Mike
>
>
>> On Feb 1, 2016, at 8:44 AM, Stephen Mondina
<smondina@guamwaterworks.org>
>> wrote:
>>
>> Hi Mike,
>> Will do.
>> So with that change would I be expecting someone from Xerox today to pick
> up
>> the actual contract?
>>
>> Best regards,
>>
>> Stephen Mondina
>> Procurement Office
>> Phone: 671 300-6027
>> Fax: 671 649-3750
>> Email: smondina@guamwaterworks.org
>>
>>
>> -----Original Message-----
>> From: Salas, Michael [mailto:Michael.Salas@xerox.com]
>> Sent: Friday, January 29, 2016 4:29 PM
>> To: Stephen Mondina <smondina@guamwaterworks.org>
>> Subject: RE: IFB 2013-11 FIRST AMENDMENT CONTRACT
>>
>> Hi Stephen,
>> Can you please remove Margaret Tyquiengco's name and replace with Pamela
> S.
>> Quinata?
>> Thanks,
>> Mike
>>
>> -----Original Message-----
>> From: Stephen Mondina [mailto:smondina@guamwaterworks.org]
>> Sent: Friday, January 29, 2016 4:20 PM
>> To: Salas, Michael
>> Subject: FW: IFB 2013-11 FIRST AMENDMENT CONTRACT
>>
>> Hi Mike,
>> Here you go.
>>
>>
>> Best regards,
>>
>> Stephen Mondina
>> Procurement Office
>> Phone: 671 300-6027
>> Fax: 671 649-3750

>> Email: smondina@guamwaterworks.org

>

>

EXHIBIT C

FIRST AMENDED CONTRACT

THIS FIRST AMENDED CONTRACT is made and entered into this _____ day of _____, 2016 by and between the **GUAM WATERWORKS AUTHORITY** ("GWA"), whose business address is 578 North Marine Corps Drive, Tamuning, Guam 96913, and Xerox Corporation ("Contractor"), whose business address is Suite 101, 137 Murray Blvd. Hagatna, Guam 96910, licensed to conduct business on Guam and having Guam business license nos. are 1616131.

WITNESSETH, whereas, GWA intends to have Contractor continue provide printing equipment, goods and services as set forth in GWA Bid No. IFB-2013-11, in accordance with GWA's Bid and Contract dated February 5, 2014.

NOW THEREFORE, GWA and the Contractor for the considerations hereinafter set forth herein and in other documents associated with the performance hereunder, agree as follows:

1. The following language is hereby added to Section 20 of the Original Contract between the parties hereto and dated February 5, 2014:

"The Contract having expired on February 4, 2016, is hereby extended for an additional period of one year at the bid prices."

2. Aside from item #1 above, all other terms and conditions of the Contract shall remain in effect as previously agreed upon.

This First Amended Contract shall take effect upon the date it is signed by both the GWA General Manger and the Contractor and the date of this agreement shall be the date upon which the General Manager affixes his signature.

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first written.

IN WITNESS WHEREOF, the parties have entered into this agreement on the dates indicated by their respective names.

Xerox

The Guam Waterworks Authority:

By:  ASH/GM

By: _____

Pamela S. Quinata
Authorized Representative

Miguel C. Bordallo, P.E.
General Manager

Date: 2/4/2016

Date: _____

XEROX CORPORATION

Certificate of Assistant Secretary

I, Douglas H. Marshall, Assistant Secretary of Xerox Corporation, a New York corporation (the "Company"), DO HEREBY CERTIFY that:

1. The following is a true and correct copy of an excerpt from a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on December 7, 2011, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED: that ... the President, any Vice President, the Treasurer, the Controller and any Manager or Director of any group, division or department of the Company, be, and each of them severally is, empowered to (i) execute and deliver in the name and on behalf of the Company all agreements, contracts, bids, instruments of conveyance or encumbrance, leases, bonds, consents, certificates (including any non-collusion certificates required by any governmental entity, department, agency or official), releases, powers of attorney and other documents which may be necessary or desirable in and relating to the ordinary conduct of the business of the group, division or department which he serves in that capacity (all of the foregoing collectively referred to as "Agreements") (ii) perform under all such Agreements; and (iii) from time to time delegate their authority under this resolution to such employees of the Company and subject to such terms, conditions and limitations as they determine to be advisable, the execution and delivery of any such delegation to be conclusive evidence of such determination.

2. Pamela S. Quinata is as of the date hereof the Area Sales Manager – Guam and Saipan in the Hawaii Operations of the Northwest Operations of the Company's United States Client Operations and is authorized to act under the above resolution.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the corporate seal of the Company hereto this 16th day of March, 2015.



Douglas H. Marshall
Assistant Secretary

[SEAL]

**CORPORATE OR PARTNERSHIP CERTIFICATION
AS TO AUTHORIZATION TO BIND**

I, _____ certify that I am the Secretary of the corporation or managing partner named as Contractor herein; that _____ who signed this contract on behalf of the Contractor, was then _____ of said corporation/partnership by authority of said corporation of its governing body, and is within the scope of its corporate/partnership powers to bind said corporation/partnership to the terms and conditions of this Contract.

Signed: _____

Corporate Secretary

Date: _____

(CORPORATE/PARTNERSHIP SEAL)

***** END OF CONTRACT *****