

**MULTI-STEP BID**

ISSUING OFFICE:

GENERAL SERVICES AGENCY  
GOVERNMENT OF GUAM  
148 ROUTE 1, MARINE DRIVE  
PITI, GUAM 96915

*[Handwritten Signature]*  
\_\_\_\_\_  
CLAUDIA S. ACFALLE  
Chief Procurement Officer

DATE ISSUED: June 4, 2015

MULTI-STEP BID NO: GSA-065-15

BID FOR: MANAGEMENT AND OPERATIONS OF THE GUAM PUBLIC TRANSIT SYSTEM – FIXED ROUTE SERVICE

SPECIFICATION: See Attached

DESTINATION: GUAM REGIONAL TRANSIT AUTHORITY

REQUIRED DELIVERY DATE: 180 Days Upon Receipt of Purchase Order. For a period of Three (3) years with an option to renew on a year to year basis for an additional two (2) years upon the availability of funds.

INSTRUCTION TO BIDDER:

INDICATE WHETHER:  INDIVIDUAL  PARTNERSHIP  CORPORATION

INCORPORATED IN: \_\_\_\_\_

Each bidder shall submit one original and five copies of the technical bid no later than **Submission Date: 6/19/15 at 3:00PM**. The technical bids (one original and five copies) shall be submitted in a sealed envelope marked conspicuously with the bidder name and address, bid number, and the type of proposal (Technical Bid). Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions. **Technical bids submitted will not be publicly opened.**

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bidders, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within **90** calendar days from the date of submittal to supply any or all the items which prices are offered.

NAME AND ADDRESS OF OFFEROR:

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS BID:

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

\_\_\_\_\_

AWARD: CONTRACT NO.: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ DATE: \_\_\_\_\_

ITEM NO(S). AWARDED: \_\_\_\_\_

CONTRACTING OFFICER:

\_\_\_\_\_  
CLAUDIA S. ACFALLE  
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS CONTRACT:

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

\_\_\_\_\_



GENERAL SERVICES AGENCY  
 (Ahensian Setbision Hinirat)  
 Government of Guam  
 148 Route 1 Marine Drive, Piti Guam 96915  
 Tel: 475-1713 \* Telefax: 472-4217; 475-1716; 475-1727

---

Accountability \* Impartiality \* Competence \* Openness \* Value

---

**MULTI-STEP  
 INVITATION FOR BID NO. : GSA-065-15**

**DESCRIPTION:**

MANAGEMENT AND OPERATIONS OF THE GUAM PUBLIC TRANSIT SYSTEM  
 FIXED ROUTE SERVICE

**SPECIAL REMINDER TO PROSPECTIVE BIDDERS**

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the Multi-Step Bid to ascertain that all of the following requirements checked below are submitted in the bid enveloped, one original and four copies, at the date and time for bid submission.

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**  
**Reference #11 on the General Terms and Conditions**
  - a. Cashier's Check or Certified Check
  - b. Letter of Credit must not expire earlier than ninety (90) days from the date of submittal
  - c. Surety Bond – Valid only if accompanied by:
    - 1. Current Certificate of Authority issued by the Insurance Commissioner;
    - 2. Power of Attorney issued by the Surety to the Resident General Agent;
    - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
  
- (X) STATEMENT OF QUALIFICATIONS
  
- (X) BROCHURES/DESCRIPTIVE LITERATURE;
  
- (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION
  - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
  
- (X) OTHER REQUIREMENTS:  
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees, Certification Regarding Lobbying, Government Wide Debarment and Suspension, Release Form Drug and Alcohol Testing

**NOTE:** TECHNICAL AND BID COST SHALL BE SUBMITTED IN SEPARATE ENVELOPES LABELED "TECHNICAL BID" AND "BID COST". ALL REQUIRED FORMS AND AFFIDAVITS SHALL BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID". REQUIRED BID BOND SHALL BE SUBMITTED IN THE ENVELOPE LABELED "BID COST". SHALL BE SUBMITTED. DO NOT INCLUDE BID COST WITH TECHNICAL BID PACKAGE

**\*NOTE: IF BID COST IS INCLUDED WITH THE TECHNICAL PROPOSAL IT WOULD BE DEEMED AN AUTOMATIC DISQUALIFICATION OR REJECTION.**

**This reminder must be signed and returned in the bid envelope together with the technical bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, I, \_\_\_\_\_,

authorized representative of \_\_\_\_\_ acknowledge receipt of this special reminder to prospective bidders with the above referenced Multi-Step Bid.

\_\_\_\_\_  
 Bidder Representative's Signature

Multi-Step  
Invitation For Bid: **GSA-065-15**

MANAGEMENT AND OPERATIONS OF THE GUAM PUBLIC TRANSIT SYSTEM  
FIXED ROUTE SERVICE

**ACKNOWLEDGEMENT RECEIPT FORM**

**Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to 475-1727**

**Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package. Attn: Anita T. Cruz, Buyer Supervisor II**

**Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Time** \_\_\_\_\_

**Contact Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Contact Person regarding IFB** \_\_\_\_\_

**Title** \_\_\_\_\_

**E-Mail Address** \_\_\_\_\_

**Company/Firm** \_\_\_\_\_

**Address** \_\_\_\_\_

**Note: GSA will not be liable for failure to provide notice to any party who did not register contact information.**

**All questions and concerns in regards to the Multi-Step bid must be submitted via fax and attention to the Chief Procurement Officer no later than June 12, 2015 before the close of business.**







**FORM E**

**DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION**

Procurement No: **GSA-065-15**

**MANAGEMENT AND OPERATIONS OF THE GUAM PUBLIC TRANSIT SYSTEM – FIXED ROUTE SERVICE**

Name of Offeror Company: \_\_\_\_\_ hereby certifies under penalty of perjury:

- (1) That I am \_\_\_\_\_ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID".**

WD 05-2147 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2147
Director	Wage Determinations		Revision No.: 17
			Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide  
 Northern Marianas Statewide  
 Wake Island Statewide

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59
05130 - Motor Equipment Metal Mechanic		13.06
05160 - Motor Equipment Metal Worker		12.10
05190 - Motor Vehicle Mechanic		13.06

05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83

13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70

23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05

27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truck-driver, Light	8.97
31362 - Truck-driver, Medium	11.61
31363 - Truck-driver, Heavy	12.48
31364 - Truck-driver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70

99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered

overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



**AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[ ] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[ ] The offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

\_\_\_\_\_  
 Signature of one of the following:  
 Offeror, if the offeror is an individual;  
 Partner, if the offeror is a partnership;  
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
 this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires \_\_\_\_\_

**THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL BID".**



**GOVERNMENT OF GUAM**

GENERAL SERVICES AGENCY  
148 Route 1, Marine Corp. Drive  
Piti, Guam 96915

**BID BOND**  
NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as  
Principal hereinafter called the Principal, and (Bonding Company), \_\_\_\_\_  
A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are  
Held firmly bound unto the Territory of Guam for the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 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 (identify project by number and brief description)

\_\_\_\_\_  
NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall  
enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such  
bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the  
faithful performance of such Contract and for the prompt payment of labor and material furnished in the  
prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond  
or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof  
between the amounts specified in said bid and such larger amount for which the Territory of Guam 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  
full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
(PRINCIPAL) (SEAL)

\_\_\_\_\_  
(WITNESS)

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

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

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

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

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

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

**BID BOND MUST BE COMPLETED AND SUBMITTED IN THE ENVELOPE LABELED "BID COST"**

**INSTRUCTION TO PROVIDERS:**

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

**Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.**

**GOVERNMENT OF GUAM  
GENERAL TERMS AND CONDITIONS**

**SEALED BID SOLICITATION AND AWARD**

**Only those Boxes checked below are applicable to this bid.**

1. **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. **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. **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. **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. **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 section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and 2 GAR Div.4 §1104 Guam Administrative Regulations.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **“ALL OR NONE” BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all.
8. **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 and 2 GAR §3126 (b) Guam Administrative Regulations.
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. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier’s Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam 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, Letter of Credit, Certified Check or Cashier’s check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a 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. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is 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, Letter of Credit, Certified Check or Cashier’s Check will serve as Bid Security for this procurement.
12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the bidder liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety’s resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
14. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions. (2 GAR, Div. 4 §3116)

16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**  
This standard only applies to **Phase I** of the Multi-Step Process. In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
  - b) The ability, capacity, and skill of the Bidder to perform.
  - c) Whether the Bidder can perform promptly or within the specified time.
  - d) The quality of performance of the Bidder with regards to awards previously made to him.
  - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
  - f) The sufficiency of the financial resources and ability of the Bidder to perform.
  - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
  - h) The compliance with all of the conditions to the Solicitation.
17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, §3109(o) (2) or to reject all such bids.
18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
30. **GUARANTEE:**
- a) Guarantee of Vehicle Type of Equipment:**  
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) Guarantee of Other Type of Equipment:**  
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) Compliance with this Section is a condition of this Bid.**
31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Administrative Regulations.
36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Administrative Regulations.
37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Guam Administrative Regulations.
38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 §6101(8) Guam Administrative Regulations.
39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(9) (a).
- [X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 42. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div. 4 R 3121(e)(1)(C) and 2 GAR, Div. 4 R 3121(e)(1)(D)
- [ ] 43. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div. 4 R 3121(e)(1)(G)
- [X] 44. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

# GOVERNMENT OF GUAM

## SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with one (1) set of Solicitation package. Additional copies may be provided upon request. Bidders requesting additional copies of said solicitation package will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
  - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
  - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the bid form on page 3 "Instruction to Bidder". Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
  - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
  - d) Bids for supplies or services other than those specified will not be considered.  
Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
  - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
  - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
  - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
  - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
  - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
  - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

**8. DISCOUNTS:**

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

**9. GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

**10. SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

**11. RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

**12. CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data.

## I. INTRODUCTION

### **A. USING AGENCY**

The Guam Regional Transit Authority (GRTA) administers the island-wide public transportation system and is the using agency for this multi-step sealed bid invitation. The purpose of this multi-step bid invitation is to solicit bids which will be evaluated to determine the bidder that will operate the Guam Public Transit System. This bid invitation describes services to be provided, sets forth the respective rights and obligations of GRTA and the successful bidder to operate the transit services, establishes procedures for the development and submission of bids by potential bidders, and discloses the criteria by which the bids submitted will be evaluated.

**GRTA** seeks qualified bidders for management and operations services relative to the Guam Public Transit System. All prospective bidders are advised that the GRTA receives federal grant funding from the Federal Transit Administration (FTA) for the operations of the public transit system. As such, all applicable federal laws, mandates and regulations governing the use and expenditures of such funding must be complied with.

For a complete description of services, please see Attachments A and A1 to this multi-step sealed bid invitation package. Attachment A is labeled *General Scope of Services*, and Attachment A1 is labeled *Fixed Route Scope of Services*. Bidders should demonstrate their ability to successfully perform and provide the services described in both Attachments.

### **B. ISSUING OFFICE AND AUTHORITY**

The General Services Agency has jurisdiction over procurement of non-professional services and is the issuing office for this multi-step sealed bid invitation. The General Services Agency shall at all times maintain control over the procurement process. The issuing officer is:

Ms. Claudia S. Acfalle  
Chief Procurement Officer  
Government of Guam  
P.O. Box 2950  
Hagatna, Guam 96910  
148 Marine Corps Drive  
Piti, Guam 96915

Tel: (671) 475-1700

Fax: (671) 475-1727

### **C. LIABILITY FOR COSTS TO PREPARE BID**

The bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

### **D. APPLICABILITY OF GUAM PROCUREMENT LAW**

If any part of this multi-step sealed bid invitation package is contrary to the Guam Procurement Law or if it contains ambiguous terms, then such portion of the bid invitation shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law.

## II. SCOPE OF SERVICES

The complete specifications for the scope of services requested are attached to this multi-step sealed bid invitation as Attachment A which is labeled *General Scope of Services*, and a separate scope for the Fixed Route entitled *Fixed Route Scope of Services* as Attachment A1.

Also attached as Attachment B and C and relative to the scope of services are the *FY 2015 Bus Schedules and Routes* as Attachment B, and Attachment C entitled *Federally Required and Other Contract Clauses*. Moreover, attached are Attachment C1 which is titled *Government-Wide Debarment and Suspension (Non-Procurement)*, Attachment C2 which is called *Certification Regarding Lobbying*, Attachment D which is titled *Release of Information Form – 49 CFR Part 40 Drug and Alcohol Testing*. Attachment E is the *Sample of NTD Report*. These attachments are incorporated into this multi-step sealed bid invitation and are an integral part hereof.

### **III. MULTI-STEP SEALED BID PROCEDURE**

#### **A. PHASE ONE AND PHASE TWO OF MULTI-STEP PROCEDURE**

This multi-step sealed bid invitation consists of two phases, the first phase of which consists of a pre-bid conference, the submission of un-priced technical offers, the evaluation of the un-priced technical offers, and determinations as to which un-priced technical offers are acceptable, potentially acceptable, or unacceptable. If any bids are found potentially acceptable, then discussions shall take place until a determination can be made as to whether the offer is acceptable or unacceptable. As may be necessary, discussion may also be held with bidders whose un-priced technical offer has been found to be acceptable. Unacceptable bidders will be notified. Except for the register of invitations picked up, no part of the first phase is public information during the procurement process. The register of un-priced technical offers submitted becomes public information only after an award is made.

The second phase consists of the submission of sealed priced bids only by those bidders found to be acceptable. The bids prices are opened publicly, and the bid prices are registered. If the lowest acceptable bidder made a request for confidentiality of proprietary information in its un-priced technical offer, then the request for confidentiality shall be ruled upon by the government prior to an award being made. When both parties are satisfied with any confidentiality ruling, then the award shall be made, and a contract prepared and entered into. The details of the two phases are set out below in Sections B and C.

#### **B. PHASE ONE DETAILS**

- 1. Mandatory Pre-Bid Conference.** A pre-bid conference will be held at the General Services Agency Conference Room on **June 8, 2015** (date) at **9:00am** (time), Guam Standard Time.
- 2. Interpretations and Addenda.** No oral explanation in regard to the meaning of the MSB documents will be made, and no oral instructions will be given before the award of the work. Discrepancies, omissions or doubts as to the meaning of the MSB Documents shall be communicated in writing to the **General Services Agency** for interpretation. Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their Offers. Any interpretation made will be in the form of an Addendum to the MSB, which will be forwarded to all holders of record and its receipts shall be acknowledged in the Offeror's proposal on the MSB Cover Sheet in the space provided. All questions shall be received **NO LATER THAN June 12, 2015** prior to the date set for receipt of **GSA-065-15**.
- 3. Format.** The un-priced technical offers and, later, priced bids, shall be typed, in English, and signed in ink. All engineering calculations and figures shall be in English units or measures commonly used in the United States. Erasures, strikeouts, or other types of changes that are evident on their face made to an offer or bid must be explained or noted over the signature of the bidder. The government reserves the right to include any part or parts of the bidder's un-priced technical offer in the final contract if the bidder is awarded a contract.
- 4. Packaging of Un-priced Technical Offers.** Bidders shall submit one (1) original and five (5) copies of their un-priced technical offer. The original and copies must be enclosed in a sealed envelope or box bearing on the outside the bid number, the name of the bidder, the bidder's address, and a contact name and number. If the bid is forwarded by U.S. Postal Service, the bid package containing the original and copies shall be further enclosed in an envelope or box and addressed to the General Services Agency.
- 5. Deadline for Submission of Un-priced Technical Offers.** One (1) original and five (5) copies of each bid must be submitted to and received at the General Services Agency no later than **3:00PM** (time) Guam Standard Time, **June 19, 2015** (date).
- 6. Late Un-priced Technical Offers.** In no event will an un-priced technical offer be accepted after the deadline for submission. The government is not responsible for the late delivery of technical offers submitted by the U.S. Postal Service or any express delivery service.

**7. Opening of Un-priced Technical Offers.** Un-priced technical offers and any modifications thereto shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of one or more government officials or designees of the General Services Agency. A register of un-priced technical offers shall be established by the government showing the date and time each is received and the identity of the government employee receiving the package. The register is open to public inspection only after award of a contract. The un-priced technical offers of unsuccessful bidders remain closed to the public at all times.

**8. Evaluation of Un-priced Technical Offers.** All un-priced technical offers received before the submission deadline will be evaluated by an evaluation committee comprised of persons selected by the Guam Regional Transit Authority based upon their possession of education, skills or experience relative to the services sought by GRTA.

The criteria against which the un-priced technical offers will be evaluated are set out in Section V. Evaluation Criteria. Bidders who receive a total of 70 points or more based on the 3-Step Evaluation Process are considered "Acceptable"; bidders who receive between 60 - 69 points are considered "Potentially Acceptable"; and bidders who receive less than 60 points are considered "Unacceptable".

**9. Decision to Proceed to Phase Two or to Hold Discussions.** If there are two or more acceptable offers, then regardless of the number of potentially acceptable offers, the Chief Procurement Officer may determine that there will be effective price competition and proceed directly to Phase Two and the opening of the sealed price offers without holding discussions. However, if there is only one acceptable offer and one or more potentially acceptable offers, then the Chief Procurement Officer may either amend this multi-step sealed bid invitation to clarify its requirements or the Chief Procurement Officer may begin discussions.

**10. Amendments to Un-Priced Sealed Bid Invitation.** If the Chief Procurement Officer determines that an amendment to the multi-step sealed bid invitation is in order after receipt of un-priced technical offers, then such amendments shall be distributed only to bidders who submitted un-priced technical offers, even those found unacceptable, and all bidders who submitted an un-priced technical offer will be allowed to resubmit a revised offer with a new submission deadline. However, if in the opinion of the Chief Procurement Officer a contemplated amendment will significantly change the nature of the procurement, then this multi-step sealed bid invitation shall be cancelled in accordance with the procurement rules and a new invitation shall be issued. Notwithstanding anything in this paragraph to the contrary, the Chief Procurement Officer may also issue an amendment to the multi-step sealed bid invitation any time before the deadline for submission of un-priced technical offers.

**11. Discussions.** If in accordance with Paragraph 9 above the Chief Procurement Officer determines that the proceedings require discussions, then the evaluation committee may hold discussions with any or all bidders whose un-priced technical offers were found to be acceptable or potentially acceptable. Before discussions begin, the Chief Procurement Officer shall notify in writing any bidder whose un-priced technical offer has been found unacceptable and the reason or reasons why. Before discussions begin, the Chief Procurement Officer shall also establish a closing date for acceptable and potentially acceptable bidders partaking in the discussions to make amendments to their un-priced technical offer based on the discussions, and notify in writing all such bidders of the closing date for amendments. The purpose of any discussion shall be for the Evaluation Committee to obtain clarification of pertinent items in the un-priced technical offer. The discussions may include on-site fact-gatherings by the evaluation committee as to the ability of the bidder to perform the services, and the bidder shall cooperate with such visits. During the discussions, the government may not disclose any information derived from one bidder to any other bidder. If during discussions, the evaluation committee finds that a potentially acceptable bidder's un-priced technical offer is unacceptable after all, then the government shall immediately notify such bidder in writing of the government's finding of unacceptability and the reason or reasons why.

**12. Amendments to Un-Priced Technical Offers.** Once discussions have begun, any bidder who has not been notified that its offer has been finally found unacceptable may submit supplemental information amending its un-priced technical offer at any time until the closing date. This is also the manner in which mistakes in the offer may be corrected during the first phase. However, bidders who have been notified of unacceptability shall no longer be entitled to submit any amendment to their un-priced technical offer notwithstanding any closing date yet pending.

**C. PHASE TWO DETAILS**

- 1. Opening of Sealed Price Bids.** Phase One concludes when either (a) the Chief Procurement Officer determines that there are two or more acceptable un-priced technical offers and, therefore, there will be effective price competition; or (b) discussions are concluded, the closing date for receipt of any amendments to offers has passed, all potentially acceptable offers have been determined to be acceptable or unacceptable, and notices to all unacceptable bidders have been sent. Upon the conclusion of Phase One, the Chief Procurement Officer shall request that sealed price bids be submitted by each of the acceptable bidders by a deadline determined by the Chief Procurement Officer. An opening date and time will also be announced, and at the appointed date and time, the sealed price bids shall be opened in public in the same manner as regular competitive bids with a register of the results being kept.
- 2. Ruling on Request for Confidentiality.** If the lowest bidder has made any request for confidentiality of proprietary data or trade secrets in its transmittal letter, then the request must be ruled upon by the Chief Procurement Officer before any award is made. If the bidder does not agree with the decision, then the Chief Procurement Officer must rule in writing and identify the portions of the un-priced technical offer which will become a part of the public record of the procurement process, and advise the bidder that the ruling may be protested in accordance with the usual procedure for protests in the Guam Procurement Law.
- 3. Notice of Award.** After all rulings on confidentiality have been made and the issues settled, then an award may be made to the lowest bidder with no undecided or unsettled confidentiality issues. The GRTA reserves the right to conduct a pre-award audit of the bidders price proposal.
- 4. BID BOND REQUIREMENT:** A fifteen percent (15%) bid bond must accompany price bid envelope. The required bid bond amount is fifteen percent (15%) of total bid price. Failure to submit with price bid is cause for automatic rejection of the bid.

**IV. INSTRUCTIONS AND FORMAT FOR PREPARATION OF BID**

The bid to be submitted by each bidder consists of two parts. During the first phase, a bidder shall submit an un-priced technical offer consisting of one (1) original and five (5) copies in a sealed envelope or box, along with a transmittal letter and mandatory affidavits. When the second phase is announced, bidders found to be acceptable shall submit a sealed price for their offer as amended. Please follow the instructions below in preparing the un-priced technical offer and sealed price bid.

**A. TRANSMITTAL LETTER**

A letter prepared on the bidder's business stationery must accompany the bid. The purpose of the letter is to transmit the bid, and so it should be brief, but must include the following statements or information:

- 1. Identification of Bidder.** The name of the bidder, location of the bidder's principal place of business, telephone and facsimile numbers.
- 2. Designation of Contact Person.** The bidder shall designate a contact person and include his or her address and contact numbers, including e-mail address, if different from the bidder's. The designated person must be able to answer any questions the government has regarding the bid and must be able to negotiate any contract terms if necessary.

3. **Tax Identification Number.** The bidder's federal employer identification number (EIN) or tax identification number (TIN), if any.
4. **Requests for Non-Disclosure.** After award of a contract, the bid of the bidder awarded the contract becomes a part of the record of the procurement process and is public information. Therefore, if a bidder is submitting trade secrets or proprietary information that the bidder wishes to keep confidential, then the bidder must identify those portions that it considers proprietary and request in writing for non-disclosure. The request for non-disclosure must be included in the transmittal letter, and those portions of the bid that are proprietary must be clearly marked or designated, or identified in the transmittal letter. The government will entertain the request and issue a ruling in accordance with Section III, (C), (2).
5. **Acknowledgment of Receipt of Amendments.** If the government issues any amendments to the multi-step sealed bid invitation prior to the submission date for the un-priced technical offer, the bidder must acknowledge receipt of each individual amendment in its transmittal letter.
6. **Authorized Signature.** The signature of an individual authorized to bind the bidder contractually. An authorized representative of the firm, as defined below, must sign the transmittal letter:
  1. **Partnership.** When the bidder is a partnership, the bid shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity of the person signing shall be stated.
  - b. **Sole Proprietorship.** When the bidder is an individual or sole proprietorship, the bid shall be signed by the individual owner, stating the name and form under which the bidder is doing business.
  - c. **Joint Venture.** When the bidder is a joint venture, each joint venturer shall sign the transmittal letter.
  - d. **All Others.** For any other business form, a person duly authorized to bind the business shall sign the transmittal letter. The capacity and authority of the person signing shall also be stated.

#### **B. CONTENTS OF UN-PRICED TECHNICAL OFFER**

This part describes the minimum information required to be submitted in response in the un-priced technical offer. The bidder may, however, include any additional information necessary to better explain his or her offer, but any information submitted by the bidder must be current, accurate and complete. Additional information and requirements are itemized in detail in Section V (Evaluation Criteria) of this bid invitation.

1. **Identification.** The name of the bidder and the location of the bidder's principal place of business, the age of the business, and the average number of bidder's employees over the past year.
2. **Key Personnel.** The abilities, qualifications, and experience of all key persons who manage the business or who will be assigned to oversee or supervise the required services.
3. **Statement of Minimum Qualifications.** A statement that the bidder possesses the minimum qualifications.
4. **Experience.** A detailed listing and description of other contracts under which the bidder provided services similar in scope, size and discipline with the services requested by the government, including dates, names and references.
5. **Project Plan.** A narrative of the project plan that the bidder will undertake to accomplish the objectives of the government's project and the work described in Attachments A and B. Please include the anticipated involvement expressed by a percentage and the nature of involvement of subcontractors or others relative to the scope of services. The following must be included in the Project Plan:

- a. **Management.** Please describe the proposed management composition and strategy for maximizing existing resources, and discuss implementation timeline. Provide proposed organizational chart and staffing pattern.
- b. **Operations.** Please describe the proposed operational plan with proposed policies and procedures to be implemented to achieve the operational plan. Also, discuss implementation timeline.
- c. **Maintenance.** Please describe a general, routine, preventive maintenance and repair plan detailing the proposed maintenance service programs, schedules, facilities, and providing proposed staffing levels for fleet maintenance and repair. Please discuss contracting and sub-contracting options, if applicable. The maintenance plan should include parts procurement, inventory, and control measures, emergency response, and towing procedures at a minimum.  
The above three subject areas represent the general categories of this bid invitation. Section V, (C) lists specific areas and requirements that all bidders must respond to.

6. **Financial Statements.** Audited financial statements for the past five years.

7. **Business License.** Please attach a copy of a current business license.

C. **Mandatory Forms.** The Guam Procurement Law requires each offer to make a number of disclosures. Some of the disclosures are required for an offeror to qualify to submit a bid or a proposal. An explanation of each disclosure follows. For the offeror's ease in making these required disclosures, the Government is providing all required forms as an attachment to this MSB. The forms must be completed and included with an offeror's proposal. ***Failure to complete and submit the forms will automatically disqualify a proposal as being non-responsive, and the technical portion of the proposal will not be evaluated.*** All disclosure forms submitted by the offeror awarded the contract will be open to public inspection and copying.

1. **Affidavit Disclosing Ownership and Commissions.** As a condition of making an offer and doing business with the government, an offeror must disclose in the form of an affidavit the names of all persons owning more than ten percent of the outstanding interest of the offeror's business during the twelve-month period immediately preceding the date a proposal is submitted, including the percentage owned by each such person or entity. The affidavit for this solicitation may be made on any date on or after the date of this procurement is issued and up to and including the date that the bids are due.

The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other compensation or contingent arrangement for procuring a contract with the purchasing agency or for assisting the offeror in obtaining business related to this Invitation For Bid, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the offeror upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business.

If any of the offeror's shareholders or partners is itself a corporation, partnership or other business entity, then each such shareholder or partner must also prepare the affidavit, and the offeror must submit all such affidavits with its proposal.

2. **Affidavit re Non-Collusion.** The offeror must represent that its offer is genuine and not a sham and that the offeror is not in collusion with others, and that the offeror has not colluded, conspired, connived or agreed, directly or indirectly with any other person or offeror to put a sham proposal, or to fix the cost of the contract, or to secure any advantage against the government or any person interested in the contract.
3. **Affidavit re No Gratuities and Kickbacks.** The offeror must represent that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request,

influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirements or a contract or subcontract, or to any solicitation or proposal thereof. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

4. **Affidavit re Ethical Standards.** The offeror must represent that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set out in Guam's procurement code or regulations pertaining to ethics in public contracting.

5. **Declaration re Compliance with U.S. DOL Wage Determination.**

a. Guam law requires that all contractors who provide services to the government of Guam must pay their employee wages and benefits in accordance with the most recent Wage Determination for Guam issued by the U.S. Department of Labor. Therefore, all bidders and offerors must take into consideration the current Wage Determination for Guam applicable to their employees when submitting a bid or proposal to the Government of Guam.

b. The requirement to pay wages and benefits in accordance with the most recent Wage Determination is applicable to a contractor's employees who are responsible for the contractor's contract with the government. Benefits to employees covered by the requirement shall include a minimum of ten (10) paid holidays per annum, and health and similar benefits as provided for by the applicable Wage Determination. The requirement is also applicable to the contractor's subcontractors.

c. A copy of the Wage Determination for Guam in effect at the time this solicitation. If the Wage Determination for Guam is changed before the date of submission of bids or proposals, the government will notify bidders or offerors of the change. If the Wage Determination for Guam is changed after the date of submission of bids or proposals but before bids or proposals are opened, only those who have submitted a bid or proposal will be afforded an opportunity to re-submit their bid or proposal. If a Wage Determination for Guam is changed after the lowest bidder is announced and has been confirmed to be responsive and responsible, or the best qualified offeror is selected, but before a contract becomes effective, then such bidder shall be afforded an opportunity to make an adjustment to its bid price to reflect the new wages or benefits, or the offeror shall be afforded an opportunity to renegotiate an adjustment to its price to reflect the new wages or benefits. To view the most recent Wage Determination for Guam, please visit the following web site:

<http://www.wdol.gov/wdol/scafiles/std/05-2147.txt>.

d. After a contract is entered into, the contractor shall be responsible for checking the U.S. Department of Labor web site periodically for the most current Wage Determination for Guam. The contractor shall pay the most current wages and benefits during the term of any contract resulting with the government of Guam, as newer Wage Determinations become effective. If the contract contains a renewal provision, and the contract is renewed, then the renewal document shall reflect that the Wage Determination most recent to the renewal date shall apply.

e. A violation of the requirement to pay in accordance with the most recent Wage Determination applicable to Guam may result in placement of the contractor on probationary status for one (1) year by the Chief Procurement Officer. No government contract will be awarded to that contractor during the probationary period.

f. A bidder or offeror must represent in its bid or proposal that, if a contract results with the government from this solicitation, then during any term of such contract, the bidder or offeror will always pay wages, and will always provide health and similar benefits, to its employees affected by the requirement, in accordance with the most recent Wage Determination issued for Guam, as such Wage Determination may be changed from time to time.

g. **Affidavit re Contingent Fees.** The offeror must represent, pursuant to 2 GAR Division 4 sections 11108(f) and section 11108 (h), that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure a contract with the government; nor has it retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

- h. Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government Property.** If a contract for services is awarded to a contractor then the service provider must warranty that no person in its employment who have been convicted of a sex offense under for provisions of chapter 25 of Title 9 of Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take correction action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

### **EVALUATION OF UNPRICED TECHNICAL OFFERS.**

The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation for Bids. The unpriced technical offers shall be categorized as:

- (a) Acceptable: (70 to 100 points)
- (b) Potentially acceptable, that is, reasonably susceptible of being made acceptable: (60 to 69) or
- (c) Unacceptable. The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file. (Below 60)

#### **EVALUATION CRITERIA - 3 Step Evaluation Process**

##### **A. GENERAL INFORMATION**

The following outlines the requirements for technical un-price offer proposal submittals.

Pursuant to this multi-step sealed bid invitation, the Guam Regional Transit Authority shall appoint an evaluation committee who will be selected from employees within the government of Guam.

The committee shall be tasked to review, evaluate and score all aspects pertaining to this multi-step sealed bid invitation, and forward its' recommendation to the Chief Procurement Officer, General Services Agency.

Phase one of this comprehensive multi-step sealed bid invitation includes three (3) individual and separate steps as described below in detail. The committee will evaluate and score each un-priced technical offer based on three (3) steps as described below

Step 1- Submittal of Documents

Step 2- Overall Presentation

Step 3- Site Visit and Inspection

Each step will be evaluated and scored by the committee before proceeding to the next step of this process.

**B. RATING CATEGORIES AND POINT ALLOCATION TABLE**

The overall and cumulative parameters that will serve as a point scoring guide on all three steps are based on the following general areas:

**Rating Categories and Point Allocation Table**

Categories	Areas and Subject Matters	Pts. Allocated
C1	Expertise & experience in public transit/transportation services	30
C2	Implementation plan for performance of required services	25
C3	Sufficient resources: a. Number and quality of key managers, employees, staffing pattern, dispatchers, supervisors, bus drivers, mechanics, etc. (10 pts.) b. Number and quality of equipment (buses), facilities, and financial ability (10 pts.) c. Office computer automation (5 pts.)	25
C4	Satisfactory record of past performance, integrity and reputation	10
C5	Safety and Security	10
	Total Points	100

All items listed in section C (Submittal of Documents) below are categorized by Codes C1, C2, C3, C4 and C5 of the Rating Categories and Point Allocation Table above to assist bidders in the preparation and organization of their bid packets.

**C. STEP 1- SUBMITTAL OF DOCUMENTS**

All bidders will be required to submit at a minimum the following information and documents as part of their comprehensive packet. This list is not all inclusive and providers/bidders are encouraged to submit additional information and documents that will augment their submittal package.

**C-1 Categories**

1. **Statement of Minimum Qualifications.** A statement that the bidder possesses the minimum qualifications.
2. **Identification.** The name of the bidder and the location of the bidder’s principal place of business, the age of the business, and the average number of bidder’s employees over the past year.
3. **Key Personnel.** The abilities, qualifications, and experience of all key persons who manage the business or who will be assigned to oversee or supervise the required services. Provide additional information necessary to better explain the bidder’s offer are as follows:
  - a. Identify by name all project managements/supervisory personnel proposed for the assigned to the individual project, and will be available at contract start. For each individual named, provide the following:
    1. Resume;
    2. Qualifications;
    3. Academic and professional training, including accreditations; and
    4. Any other information deemed relevant.
  - b. Provide a qualitative and quantitative profile of vehicle operators, operational support personnel (to include, but not limited to: dispatchers, schedulers, administrative services personnel), and maintenance support personnel that will be available at contract start.
  - c. Identify by title, scope of duties and proposed wage levels for all personnel proposed for assignment to the individual project. Provide an organizational chart showing chain of command and scope of duties.
  - d. Provide copies of all formal certifications, training seminars, professional designations, conferences attended, etc. for all employees to include management team, bus drivers, supervisors, dispatchers, maintenance mechanics, etc.

4. **Experience.** A detailed listing and description of other contracts under which the bidder provide services similar in scope, size and discipline with the services requested by the government, including dates, names and references. Provide additional information necessary to better explain the bidder's offer are as follows:
- a. Provide a narrative report that describes the bidder's expertise and experience relative to the nature of work described in the scope of services.
  - b. Describe in detail your firm's experience in providing publicly-contracted Fixed Route Service. Provide the following:
    - 1.) Name of contracting entity;
    - 2.) Name of contact person, title and phone number
    - 3.) Term of contract;
    - 4.) Number of vehicles;
    - 5.) Number of annual revenue hours;
    - 6.) Annual contract amount.
  - c. Demonstrate working knowledge of local and federal regulations including Federal Transit Administration (FTA) regulations and guidelines related to public transit systems, the American with Disabilities Act (ADA), and other related federal statutes.
  - d. Describe the firm's approach to data collection, record keeping and reporting to comply with the National Transit Database Report and GRTA requirements. Provide a sample of monthly reports that would be submitted.
  - e. Budget Development, Monitoring and Management Experience- Annual budget development, monitoring and management experience Including, but not limited to development of process used to justify activities, personnel, materials and supplies, etc., in support of mission critical objectives;
  - f. Attach a copy of a current business license.

#### **C-2 Categories**

- 1. Provide a detailed narrative report that explains the bidder's implementation plan for the performance of the required services.
- 2. This implementation plan shall address the activities and procedures that shall be followed to ensure the smooth transition and start-up of the service. The plan should also document recruitment and training schedules, start-up plan, acquisition of necessary equipment, permits, licenses and any other activities required.
- 3. **Project Plan.** A narrative of the project plan that the bidder will undertake to accomplish the objectives of the government's project and the work described in Attachments A and B. Please include the anticipated involvement expressed by a percentage and the nature of involvement of subcontractors or others relative to the scope of services. The following must be included in the Project Plan.
  - a. **Management.** Please describe the proposed management composition, strategy for maximizing existing resources, and discuss implementation timeline. Provide proposed organizational chart and staffing pattern. Provide additional information necessary to better explain the bidder's offer are as follows:
    - 1.) Describe recruitment procedures for the hiring of bus operators, mechanics and other personnel that may be required to support and provide the services being solicited.
    - 2.) Describe position towards personnel in the areas of development, management and expectations.

**b. Operations.** Please describe the proposed operational plan with proposed policies and procedures to be implemented to achieve the operational plan. Also, discuss the implementation timeline. Provide additional information necessary to better explain the bidder's offer as follows:

- 1.) Define firm's general approach, capacity and management philosophy for operation of the Guam Public Transit System.
- 2.) Describe operational model for supporting transit activities.
- 3.) Describe how operations shall be monitored, and at what frequency;
- 4.) Describe the firm's methodology for assessing on-time performance;
- 5.) Describe the firm's supervisory and dispatch process. Provide samples of forms to be used;
- 6.) Describe position on compliance with transit procedure.

**c. Maintenance.** Please describe a general, routine, preventive maintenance and repair plan detailing the proposed maintenance service programs, schedules, facilities, and providing proposed staffing levels for fleet maintenance and repair. Please discuss contracting and subcontracting options, if applicable. The maintenance plan should include parts procurement, inventory, and control measures, emergency response, and towing procedures at a minimum. Provide additional information necessary to better explain the bidder's offer as follows:

- 1.) Describe maintenance planning methods and processes;
- 2.) Describe approach to improving equipment performance and reliability;
- 3.) Preventive Maintenance Services- Provide description of handling equipment maintenance, repair and management services provided. Detail the firm's Maintenance Plan, which should outline the firm's Preventative and Remedial maintenance standards and practices to comply with local and federal regulations;
- 4.) Describe the firm's vehicle cleaning procedures. Include frequency, equipment and staffing details. Include discussion of both interior and exterior cleaning. Provide a sample of schedule and checklist.
- 5.) Describe guidelines or rules for placing equipment out of service until necessary repairs are made. Must comply with or exceed the minimum periodic inspection standards set forth by local and federal regulations.
- 6.) Describe record-keeping system to track maintenance, repairs, and inspections as per local and federal requirements;
- 7.) Describe criteria in place for determining when the wear of a bus component is such that it should be replaced or repaired.
- 8.) Describe proposed project staff and qualifications. Provide a ratio of nationally certified mechanics to total mechanics.

### **C-3 Categories**

1. Provide a narrative report or table showing the organization and resources of the bidder (i.e., personnel, Transit operational equipment such as buses, facilities such as administrative/maintenance, and financial resources, etc.);
2. Describe the firm's corporate/regional organizational structure and what resources shall be available to support the services to be provided. Be specific regarding level of effort, staffing, location;
3. Provide a table format (Excel program) showing the proposed staffing pattern of the bidder (i.e. dispatchers, contract manager, supervisors, bus drivers, maintenance mechanics, etc.). The table should include the (a) full name of each employee, (b) each official title and position in the company, (c) the number of years of experience with the company, (d) the number of cumulative work years of experience in transportation services.
4. Present an organizational chart of the company and the areas of responsibilities for each position.
5. Present a proposed minimum skill level of each position that will be provided.
6. Provide a profile of vehicles to be used to support service requirements, to include buses and service support vehicles. The said profile shall include the year, make, model, passenger capacity and odometer reading of vehicles;
7. Provide a profile of the maintenance facility to be used to support service requirements, to include the maintenance tools/equipment. The said profile shall include the date when the facility was constructed or renovated, the size, number of maintenance bays, number and capacity of the vehicle lifts, fuel tank, number of bus and employee parking stalls- attach drawings showing the maintenance facility layout and site plan;
8. Provide a profile of the administration facility to be used to support service requirements, to include number and age of the office computers, copying machines, telephones, TDD equipment for the hearing impaired, dispatch equipment, projectors, etc. The said profile shall include the age, size and number of rooms of the administrative facility, number of employee parking stalls, etc. – attach drawing showing the administration office layout and site plan.
9. Attach audited financial statements for the past five years.

### **C-4 Categories**

1. Provide copies of any awards or formal recognition received by the company directly related to its' primary services of transportation.
2. Provide copies of membership to any national or international trade organizations, and number of years as a member.
3. Provide all mandatory disclosure forms.

### **C-5 Categories**

1. Provide a narrative report that describes the bidder's safety and security program set forth by local and federal regulations relative to the nature of work described in the scope of services;
2. Provide all the necessary documentation as evidence that the bidder complies with all local and federal safety requirements to include, but not limited to the following: EPA annual hazardous waste disposal report, maintenance facility compliance report from Guam EPA, OSHA inspection report, FTA's random drug and alcohol testing program, Drug-Free workplace program, etc.;
3. Provide copies of all the transit operator, maintenance and dispatch personnel safety training certificates;
4. The Provider shall maintain a formal safety program.

**D. STEP 2- FORMAL PRESENTATION**

Each bidder will be required to conduct a formal presentation to the evaluation committee at a place to be designated by the government of Guam. The presentation team should include members of bidder's upper management, supervisors, bus drivers, dispatchers and any other key employee that will be involved directly or indirectly with the operations of the public transit system.

1. Format- The presentation shall be some type of power point or slide presentation. Please advise the committee in advance if the presentation will require any special equipment such as overhead projector, laptop computer, and screen.
2. Contents of Presentation- The presentation should emulate and explain in sufficient detail the information submitted in the written technical offer.
3. Copies Provided - Six (6) hard copies of the presentation should be provided to the committee on the date of the scheduled presentation. In addition, one (1) copy of the presentation in CD electronic format should be provided at the end of the presentation.
4. Length of Presentation- Each bidder will be allotted ninety (90) minutes for its formal presentation. GSA will advise each bidder of the date, time and place of the scheduled presentation.
5. Questions and Answers- The evaluation committee will be allotted sixty (60) minutes to ask questions, clarify issues in the presentation, and allow the bidder an opportunity to respond.

**E. STEP 3- FIELD TRIP AND INSPECTION**

The final step of the evaluation process will involve a scheduled field trip by the evaluation committee to inspect the facilities of each bidder. Inspection will include the maintenance facilities, offices, buses, and all areas directly related to the provision of the public transit system under this multi-step sealed bid invitation.

**VI. GENERAL INFORMATION**

**A. CANCELLATION OF MULTI-STEP SEALED BID INVITATION**

The General Services Agency may cancel this multi-step sealed bid invitation in whole or in part as to the services described in Attachment A, or may reject all un-priced technical offers or sealed price bids so long as the General Services Agency makes a written determination that doing so is in the best interest of the government and a contract has not yet been fully signed, a purchase order not issued, or a notice to proceed has not yet been delivered to the awarded bidder. In the event of cancellation or rejection of all bids, un-priced technical offers that have been unsealed shall remain the property of the General Services Agency and not returned to the respective bidders. An un-priced technical offer that has not been unsealed (such as late offers) will be returned to the bidder upon request of the bidder.

**B. PROCUREMENT RECORD**

Un-priced technical offers of bidders who are not awarded a contract shall not be opened to public inspection unless the Chief Procurement Officer determines in writing that public inspection of such offer, in whole or in part, is essential to assure confidence in the integrity of the procurement process. If the Chief Procurement Officer makes such a determination, and the losing bidder has requested in its transmittal letter that certain portions of the offer be kept confidential due to proprietary information or trade secrets, and does not agree with any decision by the Chief Procurement Officer to disclose such confidential information, then the Chief Procurement Officer must rule in writing and afford the losing bidder an opportunity to protest the ruling in the usual manner in which protests are made according to the Guam Procurement Law.

**C. CONTRACT PROVISIONS**

The General Services Agency reserves the right to include any part or parts of the bidder's offer in the final contract with the awarded bidder. The awarded bidder will be subject to the terms and conditions set out in the final contract. If the bidder intends to submit a bid, then the bidder understands and agrees that it has a duty to explain and clarify all conditions included in its offer, and understands that it has an affirmative duty to inquire about and clarify any section of this multi-step sealed bid invitation that the bidder does not understand or that the bidder believes may be susceptible to more than one interpretation in the manner set out in herein.

**D. PERMITS AND LICENSES**

The bidder shall procure any and all permits, certificates, or licenses as may be required by law in the manner set out by law and at its own expense prior to the execution of any contract.

**E. NOTICE TO PROCEED**

Notwithstanding any contract which may be signed by the parties, the awarded bidder shall not commence any work until a notice to proceed has been issued by the government. The government shall not be liable for any work done by the awarded bidder until a notice to proceed has been issued.

**F. TERM OF CONTRACT**

The term of the contract shall be for a three (3) year period with the option to renew on a year to year basis for two (2) year based upon availability of funds.

**G. PAYMENT METHOD**

When submitting a request for payment, the awarded bidder shall furnish complete documentation for all services undertaken and a statement that there are no further claims against the Guam Regional Transit Authority or the Government of Guam.

**H. INDEPENDENT CONTRACTOR STATUS**

The bidder understands that if an award is made, the bidder's relationship with the government is as an independent contractor, and not as an employee of the government. No employee benefits such as insurance coverage, participation in the government retirement system, or accumulation of vacation or sick leave shall accrue to the bidder or its individual employees, if any. No type of tax will be withheld from payments made to the awarded bidder.

**I. NOTICE OF AWARD**

The General Services Agency will notify all acceptable bidders who submitted a timely sealed price bid during Phase Two of the results of the award within ninety (90) days of the opening of the sealed priced bids. The results of the award are public information.

**J. ASSIGNMENT**

The contract or any sums due to the contractor may not be assigned without the prior approval of the Guam Regional Transit Authority and concurrence of such prior approval by the Chief Procurement Officer.

**K. SCOPE OF AGREEMENT**

The resulting contract shall supersede any and all other prior agreements, either oral or in writing, between the parties with respect to the retainer of the chosen bidder, and contains all the covenants and agreements between such parties with respect to the retainer in any manner whatsoever. Each party to the resulting contract shall acknowledge that no agreements otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied within the contract, and that no other agreement, statement, or promise not contained in the contract will be valid or binding.

**L. RESPONSIBILITY FOR ACCURACY OF WORK**

The awarded bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under the contract. The awarded bidder shall, without additional cost to the government of Guam, correct or revise all errors of deficiencies in its work. The awarded bidder shall agree to devote his or its best efforts to the duties and responsibilities under the contract in accordance with the laws, rules, regulations and policies of the government of Guam. The government's review, approval, acceptance of, and payment of fees for, services required under the contract shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the awarded bidder's failure to perform the services required, and the awarded bidder shall be and remain liable to the government of Guam for all costs of any kind which may be incurred as a result of the awarded bidder's negligent performance or nonperformance of any of the services required to be performed under the contract.

**M. GENERAL COMPLIANCE WITH LAWS**

The awarded bidder shall be required to comply with all federal and local laws applicable to the work.

**N. OWNERSHIP OF DOCUMENTS**

All documentation and incidental work or materials prepared by the awarded bidder shall be and remain the property of the Guam Regional Transit Authority including all publication rights and copyright interests, and may be used by **GRTA** without any additional costs to the government.

**O. CHANGES**

The GRTA may at any time, by written order, make any change in the services to be performed hereunder, provided the change is within the general scope of work agreed to between the parties and as set out in this multi-step sealed bid invitation. If such change causes an increase or decrease in the costs of doing the work, an equitable adjustment shall be made and the Scope of Work shall be modified in writing accordingly. However, any modification of the Scope of Work will be effective only if it is in writing signed by the parties and approved by the **GRTA** Executive Manager and concurred by the Chief Procurement Officer.

**P. SEVERABLE PROVISIONS**

If any provision of the contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the contract and the contract shall be enforced according to its valid and subsisting terms and provisions.

**Q. EFFECTIVE DATE OF CONTRACT**

The contract shall take effect upon the issuance of a purchase order by the Chief Procurement Officer of the General Services Agency.

**R. NO GOVERNMENT LIABILITY**

The GRTA and the government of Guam assume no liability for any claims, accidents, or injuries that may occur to the awarded bidder, its agents, dependents, subcontractors, employees, or employees of its subcontractors. The government of Guam shall not be liable to the awarded bidder for any work performed by the awarded bidder prior to the approval of the contract by the government and issuance of a notice to proceed. The awarded bidder shall expressly waive any and all claims for services performed in expectation of the contract prior to the issuance of a notice to proceed.

**S. CONTRACT SUBJECT TO AVAILABILITY OF FUNDS**

If for any reason whatsoever the government has insufficient funds to cover the costs of the contract, then the contract shall terminate according to the procedure described in the contract.

**T. INSURANCE**

The awarded bidder shall procure and maintain, at its own expense, all necessary comprehensive insurance for its business including, but not limited to, worker's compensation and general liability insurance.

**U. GOVERNMENT'S RIGHT TO AUDIT**

Contractors with the government shall maintain books and records relative to the cost and scope of work of the contract for three years from the date of final payment. The government is authorized to inspect such books and records at reasonable times and places.

**V. TERMINATION**

Upon written notice, either party to the contract may terminate it in whole or in part at any time either for convenience or default. The contractor will be paid the reasonable value of services to the date of termination.

**W. STATUTORY RESTRICTION ON EMPLOYMENT OF SEX OFFENDERS**

The contractor shall warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense, the type of which is defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of the contractor relative to this invitation to bid.

If any person employed by the contractor and who provides services under the resulting contract is convicted subsequent to the parties entering into a contract, then the contractor warrants that it will notify the government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under the contract. If the contractor is found to be in violation of any of the provisions of this paragraph, then the government shall give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four hours of notice from the government, and the contractor shall notify the government when action has been taken. If the contractor fails to take corrective steps within twenty-four hours of notice from the government, then the government in its sole discretion may suspend the contract temporarily.

The provisions of this paragraph shall also apply to any subcontractors or associates of the contractor.

#### **X. MANDATORY DISPUTES CLAUSE**

The Guam Procurement Law provides for a mandatory procedure to be used to resolve controversies relative to the contract. As provided thereby, the government and the contractor shall agree to attempt to resolve all controversies which arise under, or by virtue of, the resulting contract, through mutual agreement.

If the controversy is not resolved by mutual agreement then the contractor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the government had issued a decision adverse to the contractor. The government shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt. The government's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision.

For appeals relative to money owed by or to the government under the contract, the contractor shall appeal the decision in accordance with the Government Claims Act. Please see the following subsection on "Claims against the Government".

For all other claims by or against the government under the contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government. Appeals to the Office of the Public Auditor must be made within sixty days of the government's decision or from the date the decision should have been made.

#### **Y. CLAIMS AGAINST THE GOVERNMENT**

The Guam Claims Act (5 GCA §6101, *et seq.*) applies only with respect to claims of money owed by or to the government under the contract resulting from this multi-step sealed bid invitation. The contract will provide that the awarded bidder shall consent to the jurisdiction of and the forum of the courts of Guam with respect to any claims subject to the Guam Claims Act. The awarded bidder shall waive any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum. For a copy of the Guam Claims Act, please visit the website of Guam's Compiler of Law.

#### **Z. FEDERAL REQUIREMENTS**

All applicable federal requirements imposed on the bidder are set out in Attachment C.

#### **AA. PROTEST**

Pursuant to Section 5425 of Title 5 Guam Code Annotated, Authority to Resolve Protested Solicitations and Awards, (a) Right to Protest, any actual or prospective bidder, offeror, or contractor who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, may protest to the Chief Procurement Officer, the Director of Public Works or the head of a purchasing agency. The protest shall be submitted in writing within seven (7) days after such aggrieved person knows or should know of the facts giving rise thereto.

# Attachment A

## GENERAL SCOPE OF SERVICES

### I. MISSION STATEMENT, OBJECTIVES, OPERATIONS AND POLICY

A. The overall mission of the Guam Public Transit system ("System") is to provide safe, accessible, reliable and affordable public transportation services. The broad objectives are to:

1. Increase public access to services and activities;
2. Provide increased mobility and independence for individuals with disabilities and individuals unable to drive due to economic, age, or physical limitations; and
3. Reduce traffic congestion.

The government of Guam (Government), through the Guam Regional Transit Authority Board of Directors ("Board"), shall have charge of all policy matters relating to the System. The Provider shall be directly responsible and accountable to the Board through the GRTA Executive Manager on any and all matters relative to this Multi-Step Sealed Bid Invitation (MSB) and the resulting contract award.

For and in consideration of the compensation as awarded by the Government, the Provider will furnish professional management, operations, and management services, including transit managers and personnel, office equipment such as personal computers, copying machines, telephones, equipment such as transit buses and maintenance tools, and administration/maintenance facilities for the safe and efficient operations of the system and related facilities in accordance with policies and standards established by the Government.

The Provider shall manage, operate and maintain the System in accordance with prudent management and accepted industry and United States Department of Transportation (USDOT) Federal Transit Administration (FTA) standards. These shall include, but not be limited to the following: providing reliable transportation vehicles and qualified operators, development and maintenance of optimal system routing and scheduling, establishment of an effective vehicle maintenance management system, collection of data and preparation of required reports, development of an effective public relations program and all other services ordinarily required in the operations of a public transit system.

GRTA shall establish and maintain performance measures, standards and procedures for the operations of the system and shall implement and perform appropriate quality control measures to ensure standards are being met. The Provider shall perform in a manner that meets or exceeds the standards established.

### **B. CURRENT PROGRAM**

The Guam Public Transit System currently comprises a fourteen (14) bus fleet – please refer to Attachment B: FY 2015 Transit Schedules and Routes. Under the fixed route service a total of eight (8) buses are assigned to nine (9) Routes (fixed). The nine fixed route (9) individual bus lines (*i.e. Greyline 1, Redline 1, Blueline 1, Blueline 2, Express Line 1, Express Line 2, Orangeline 1, Greenline 1, Greeline Express*). A total of six (6) buses are assigned to paratransit service. For both transit services, two (2) backup buses are assigned for a total of sixteen (16) Transit buses. Within three month period prior to the award of this MSB, GRTA plans to add two (2) more fixed route buses and two (2) more buses for GRTA paratransit service resulting in 10 (ten) fixed route buses and 8 (eight) paratransit buses. For future expansion of routes, GRTA will be comprised of 12 (twelve) fixed route buses and 10 (ten) paratransit buses resulting to a total of 24 (twenty-four) buses including 2 (two) backup buses.

Ridership has increased over the past several years, and the current demand for both services continue to grow. Last FY 2013, GRTA's fixed route service logged 140,798 rides, and 41,531 rides for GRTA's paratransit service.

In 2010 the system provided services seven (7) days a week in two shifts, totaling thirteen (13) revenue hours daily. Currently, due to resource limitation the system provides services of six days a week in two shifts, totaling eleven (11) revenue hours daily. Please refer to our website for current schedule times and frequency at [www.grta.guam.gov](http://www.grta.guam.gov)

### **C. ANTICIPATED SYSTEM GROWTH**

The 2030 Guam Transportation Master Plan identifies short-term and long-term projected transportation objectives. These objectives, which are measured in terms of traffic volume, have obvious implications for the public transit service over the years to come. Highway traffic congestion is expected to worsen, as will parking congestion. Experience has demonstrated that ridership on a public transit system tends to increase when traffic congestion reaches high levels and where there are constraints placed on parking.

**New Transit Vehicles (Buses)** - The 2030 Guam Transportation Master Plan contains a component to implement a new and expanded public transit system that will improve the existing transit system. Most notably, through a grant from the USDOT, GRTA expects to receive a fleet of approximately seventeen (17) new mass transit vehicles. It is anticipated that these vehicles will arrive on Guam in late 2015 or early 2016. GRTA intends to use the new vehicles to reinforce the contracted fleet in order to improve the availability of services and to significantly decrease contract costs.

*For phasing in the newly-acquired transit vehicles to the current public transit services, please refer to Section VI on page 14 of 20 of this General Scope of Services.*

**One-Call/One-Click Dispatch Center**- Within the first year of the contract, GRTA is expected to initiate a One - Call/One-Click Dispatch Center to coordinate transportation options through the implementation of transportation management system software that will computerize scheduling, dispatching, creation of manifests, tracking of maintenance, and recording vehicle mileage. The software is expected to have up-to-date features to support the One-Call/One-Click Dispatch Center dispatching and scheduling daily operations, and provide constituents with a computer-assisted reservation system for their daily transit riding needs. The software will be capable of generating reports required by FTA and for the planning of routes and services. There is a commitment to the grantor of the project to actively recruit veterans for positions related to this function and to include mobility management.

Upon the award of the transportation management system software contract to a qualified offeror, GRTA will operate the One-Call/One-Click Dispatch Center. The provider shall plan and prepare for the adoption of service and modifications of contractual arrangements and costs.

*For Changeover from the existing Provider-operated dispatch service to GRTA's One-Call/One-Click Dispatching System, please refer Section VIII on page 15 of 20 of this General Scope of Services.*

#### **D. DEFINITIONS**

1. **Board**- shall mean the Board of Directors of the GRTA.
2. **Contract Administrator**- shall mean the individual appointed by the Provider, who shall manage the operations of the system and shall serve as the liaison between the Provider and GRTA.
3. **Deadhead (Miles and Hours)**-shall refer to the federal definition under the National Transit Database Glossary: The miles and hours that a vehicle travels when out of revenue service. Deadhead includes: leaving or returning to the garage or yard facility; changing routes; and when there is no expectation of carrying revenue passengers. However, deadhead does not include: charter service; school bus service; operator training; and maintenance training.
4. **Drivers**- shall mean individuals who are employed by the Provider to operate the vehicles.
5. **Executive Manager**- shall mean an employee of GRTA who is appointed by the Board to administer the contract and the provisions therein. This employee shall serve as GRTA's liaison with the Provider.
6. **Fare Structure Policy**-shall mean those portions of GRTA's fares as established by GRTA, which detail the fares, discounts and charges for rides on any of the routes comprising the public transportation system, and any GRTA rules and regulations pertaining thereto.
7. **Federal Transit Administration (FTA)**- shall mean the "Federal Transit Administration" of the United States Department of Transportation.
8. **Maintenance personnel**- shall mean individuals who are employed by the Provider to perform maintenance and repair to vehicles provided under the provisions of this Contract.
9. **Missed Trip**- as defined by the American Public Transit Association Glossary of Transit Terminology, a schedule trip that did not operate for a variety of reasons including operator absence, vehicle failure, dispatch error, traffic, accident or other unforeseen reason.
10. **Passengers**- shall mean any person who rides any of the vehicles used in the public transit system.
11. **Provider**- shall mean the individual, firm, company, corporation, partnership or association executing the Contract as an entity providing the services for the System.
12. **Revenue Vehicle**- shall mean all vehicles utilized to provide services while carrying fare-paying passengers on the System.

13. Scheduled Revenue Trip- shall mean revenue service that is provided for picking up and discharging passengers on a continuing and regular basis, i.e., "Scheduled."
14. Service Performance Standard-shall mean the standards established by GRTA that relate to the level and quality of services expected of the Provider pursuant to this Contract.
15. Vehicles- shall mean all buses which meet the "FTA's Buy America requirements and all Americans with Disabilities Act standards" and are utilized to provide the services of the public mass transportation system.

## **II. OPERATIONS AND MANAGEMENT SUPERVISION**

### **A. GRTA shall:**

1. Inspect and monitor field operations, administrative records, facilities and equipment used by the Provider in the performance of the contract for the purpose of ensuring compliance with established performance standards and requirements;
2. Establish rules and regulations to govern the Guam Public Transit System;
3. Require, when necessary, a manual passenger count or other special count by drivers to comply with local and federal requirements;
4. Inspect any vehicle at any time and remove from service any vehicle which it determines is in an unsafe condition to operate;
5. Require the Provider to immediately remove any driver from service for any one of, but not necessarily limited to the reasons listed in Section IV, (D) of this General Scope of Services;
6. Effectuate any changes to service routes and fares in accordance with established rules and procedures;
7. Approve or disapprove all branding, advertising, promotional and informational materials displayed on the interior or exterior of vehicles used pursuant to this solicitation;
8. Allow GRTA-contracted vendors access to vehicles assigned to the system to install and remove advertising materials. The manner in which all materials are installed in or on the vehicles shall be subject to the Provider's concurrence prior to installation;
9. Require data, statistics, reports and information from the Provider during the duration of the contract period;
10. Develop and establish performance-related incentives and penalties.

## **III. PROVIDER'S RESPONSIBILITIES**

*Provider must provide safe, reliable, and sound transit services to the constituents of Guam Regional Transit Authority. This section describes the broad areas of responsibilities that shall be required of the Provider, including: (a) Operations, (b) Vehicles, (c) Maintenance, (d) Personnel, (e) Records and (f) Marketing.*

### **A. OPERATIONS - Provider shall:**

1. Provide professional management services that will ensure timely and reliable transportation services;
2. Operate and maintain the vehicles according to all federal, local and industry standards and requirements to be used to provide reliable transportation services;
3. Maintain trip completion of one hundred percent (100%) pursuant to all applicable laws, rules and regulations;
4. Maintain on-time performance ratio of ninety-eight percent (98%) or better, based on arrival and departure times specified by established fixed schedules. A fixed route vehicle shall be considered on-time, if it departs or arrives at a time check point no more than five (5) minutes prior to or after its scheduled time;

5. Respond to road failures within one (1) hour in the following manner: Assure that a replacement vehicle arrives at the location of a disabled vehicle within one (1) hour of the report of its failure. The replacement vehicle shall pick up the passengers and proceed to operate along the scheduled route, off-loading passengers until the last passenger is off-loaded. The replacement vehicle shall then "deadhead" to a point where the disabled vehicle schedule can be operated in accordance with the published timetable;
6. Establish an administrative and operations facility which shall include, but not limited to: office equipment such as personal computers, copying and fax machines, telephones, TDD telephone system for the hearing impaired, projectors, dispatch equipment, etc. Also, office furniture, miscellaneous office supplies and others as required;
7. Be responsible for all fare collections and reconciliation activities, safeguarding and depositing all fare revenues into a specific account as directed by GRTA;
8. Provide all communication equipment for operations and all vehicles placed in service which shall adhere to local and federal laws governing use of on or off board communication equipment, dispatch and reservations.

**B. VEHICLES** - *Provider shall: Assign a Transit Supervisor to make sure all vehicles and maintenance area are safe, cleaned, and serviceable for all technicians and mechanics.*

1. Operate clean and safe vehicles that can reliably service established routes and schedules of the fixed and paratransit services. Vehicles shall be cleaned daily of all dirt and accumulated grime and interiors cleaned for all dirt and trash. Exterior or interior damages that affect passenger or operational safety shall be corrected prior to being placed in service;
2. Any vehicle not conforming to the standards established by the GRTA may be subject to removal from service until such time that the Contract Administrator has determined that the provider has met GRTA standards and is subject to penalties as specified in Section V. Miscellaneous Penalties Applied, (F) - Vehicle Removal;
3. Ensure all vehicles used are in full compliance with the Americans with Disabilities Act ("ADA") ;
4. Ensure vehicles used to transport passengers are solely for the purpose of operating the system, and shall be visibly marked with GRTA logo. The placement and size of the GRTA logo shall be approved by GRTA. Such vehicles shall not be used for any other purposes such as other business ventures of the Provider;
5. Ensure all vehicle registrations are current at all times.

**C. MAINTENANCE PROGRAM**- *Provider shall: Assign a Transit Preventive Maintenance Supervisor or a Senior Designee who shall be on duty during all hours of service operations.*

1. Be responsible for all repairs and the replacement of all vehicles and equipment required to provide the services of the System;
2. Adhere to an approved Maintenance Plan which addresses the Provider's general routine and preventive/remedial maintenance and repair standards and practices that adhere to the local and federal requirements;
3. Maintain on the maintenance staff a fully certified National Institute for Automotive Service Excellence (ASE) Transit Bus Technician as a supervisor to ensure preventative/remedial maintenance and repair is performed according to best industry practices and standards;
4. Be responsible for all tire maintenance and replacement tires. Replacement tires shall be new (OEM quality/grade or better). Retread tires shall not be used. At a minimum, all tires reaching the tread depth of 4/32" shall be replaced. All vehicle wheel and tire maintenance shall meet or exceed the Federal Department of Transportation inspection guidelines;
5. Ensure each vehicle must be equipped with a minimum of two (2) wheelchair placements and all necessary securement devices in accordance with all applicable Americans with Disabilities Act (ADA) requirements and standards;

6. Implement a preventative maintenance program in accordance with the Original Equipment Manufacturer (OEM) recommendations;
7. Provide GRTA a daily management report to include, but not limited to vehicles in service, out of service, or undergoing repairs.

**D. PERSONNEL - Provider shall:**

1. Furnish adequate qualified personnel for the management, operations and maintenance of GPTS;
2. Provide training to ensure the safe operations and maintenance of all buses;
3. Indemnify GRTA from any and all claims which may arise as a result of the performance of this contract, including claims for injury occurring upon the premises;
4. Furnish all bus operators, porter/bus washing, mechanics, dispatcher, dedicated supervisors, administrative personnel, and other supporting personnel necessary to provide the services being solicited;
5. Comply with all applicable laws, regulations, rules and procedures including but not limited to employer's liability, worker's compensation, unemployment insurance and other forms of social security and also with respect to withholding of income tax, disability insurance and any other proper withholding from wages of employees;
6. Designate a Contract Administrator who shall oversee the proper operation of transit services and act as a liaison between the provider and GRTA. GRTA retains the right to refuse the assignment of persons to this position. The Contract Administrator shall be the supervisor at all times during operations to monitor schedule adherence, on-street operations and on-route compliance. This supervisor will include conducting ride checks (on-board) to ensure operator adherence to procedures (i.e. fare collection, ADA compliance and customer service);
7. Develop, implement and enforce an employee dress code that will be subject to Board approval. Consideration for safety must be applied to all dress code elements;
8. Conduct an adequate background check on each driver to ensure he/she meets the following standards and is qualified to perform public transportation services:
  - a. All operators must be employees of the Provider;
  - b. Possession of a valid Class D endorsement license;
  - c. Not more than two (2) moving violations in the past five (5) years and no DWI/DUI conviction within the prior seven (7) years;
  - d. No prior convictions;
  - e. Must pass Federal Drug and Alcohol Testing requirements;
9. Ensure that within any period of eight and a half hours in working day, total breaks amounting to at least forty-five (45) minutes shall be taken so that the driver does not drive for more seven and three quarter hours;
10. Fully devote all the bus operators to drive only GPTS buses;
11. Properly train dispatchers to demonstrate professional customer service skills to improve customer satisfaction and loyalty. The required skills are as follows: ability to empathize with the customers, possess tact and patience, and attentive and courteous.

**E. RECORDS- Provider shall:**

1. As per Title 49 U.S.C. 5335 (a), compile and submit to GRTA data and information concerning the National Transit Database (NTD) Report by December 31 for each year of the contract. The provider shall submit to GRTA the required information regarding financial, vehicles, facilities, other resources, and data pertaining to service & safety – please see Attachment H for sample of NTD Report.

2. Collect, maintain and submit as required by GRTA data reports. Such data elements shall include information relative to the operations of the GPTS to include, but not limited to:
  - a. Financial Statements;
  - b. Vehicle Maintenance;
  - c. Vehicle Data (i.e. actual vehicle mileage, fuel, etc.);
  - d. Ridership Data (i.e. types of fare, age category, routes, etc.)
3. Report all facets of transit activities on such basis and in such electronic formats as determined by the GRTA.

**F. RIDER INFORMATION AND PROMOTIONS - Provider shall:**

1. Assume all responsibility for printing and distribution of information and materials that would assist riders in utilizing the system effectively to include, but not limited to: schedules, maps and fares;
2. Provider shall provide, on a quarterly basis, revenue generating recommendations to GRTA. Such recommendations should include operational changes to achieve greater efficiencies and passenger safety, efforts to increase ridership, and overall promotion of the System;
3. Under no circumstances shall Provider be permitted to distribute any unauthorized printed or written materials to transit passengers without prior written permission from GRTA.

**IV. SAFETY-SENSITIVE EMPLOYEE REQUIREMENTS**

**A. BACKGROUND AND POLICE CLEARANCE**

The provider shall conduct a local police clearance and traffic clearance check on each contracted driver, street supervisor, behind-the-wheel trainer and maintenance personnel (a.k.a. safety sensitive) prior to employment, and every one hundred and twenty (120) days thereafter. The background check shall include an examination of criminal history from each of the locales in which the applicant resided within the past seven (7) years. The traffic clearance check shall include a record of the applicant's driving history from Guam or any state in which the applicant resided for a minimum of the past three (3) years, and a current traffic clearance (within ninety (90) days of the start of employment) from the Guam Police Department.

The provider shall submit documentation to GRTA for each new hire indicating compliance with the following employee requirements:

1. All employees expected to operate or maintain a vehicle in GRTA service must have continuous possession of a valid driver's license in the United States for the past three (3) years, and current possession of valid Guam Class D license;
2. Upon criminal arrest, an employee must be removed immediately from safety sensitive duty and upon criminal conviction, an employee shall be terminated immediately;
3. Each applicant must have a traffic clearance not more than ninety (90) days old from the Guam Police Department throughout employment. The applicant's traffic clearance must not have more than two (2) traffic citation for a moving violation in the past five (5) years;
4. The applicant shall not have been convicted of a DWI/DUI within the last seven (7) years;
5. The applicant must have the ability to read, write and speak the English language fluently;
6. Each applicant must be able to determine the location of any address and arrive on time by use of a map or verbal directions from the dispatcher;
7. Each applicant must be Passenger Assistance Training (PAT)-certified to be sensitive to passengers' needs and to be able to handle patron complaints, rudeness, and problems as required;
8. All applicants must not have a conviction record;
9. Each applicant must successfully complete a medical examination including testing to see if they can lift and push fifty (50) pounds;

10. **Drug and Alcohol Testing:** The provider agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655 and 40, produce any documentation necessary to establish its compliance with Parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Government of Guam, or the Guam Regional Transit Authority, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and 40 and review the testing process. The provider agrees further to certify annually its compliance with Parts 655 and 40 within ninety (90) days after the publication of the Federal Register Notice or soon after the submittal of GRTA's request for its continuing grant application and to submit the Management Information System (MIS) reports one month before March 15 every year to the GRTA Executive Manager or his designee, at P.O. Box 2896, Hagatna, GU 96932. To certify compliance the provider shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Thus, each applicant must pass the Federal Drug and Alcohol Screen. Applicants terminated from a previous employer due to drug or alcohol usage shall not be eligible for hire. A Past Drug and Alcohol Test Result Form is available and shall be used to send to the applicant's previous employers covering the past two (2) years of work history as shown in Attachment D entitled "**Release of Information Form—49 CFR Part 40 Drug and Alcohol Testing**";

11. Driver I.D. cards shall only be issued upon receipt and successful review of all required documents and upon receipt of two (2) applicant identification photos (1½" x 1"). All safety sensitive personnel shall renew their Driver I.D. cards every two (2) years, at which time they must present a current (within ninety (90) days) copy of their traffic clearance from the Guam Police Department, a current (within ninety (90) days) background check and two (2) new identification photos;
12. The Provider shall not permit any employee who has not successfully passed all of the above requirements to maintain or operate a bus for any reason whatsoever.
13. The Provider shall prohibit the bus operators to cumulatively operate more than eight and a half hours, total breaks amounting to at least 45 minutes shall be taken so that the driver does not drive for more seven and three quarter hours;
14. The Provider shall devote all the bus operators to drive only GPTS buses;
15. The Provider shall properly train dispatchers to demonstrate professional customer service skills to improve customer satisfaction and loyalty. The required skills are as follows: ability to empathize with the customers, possess tact and patience, and display attentive and courteousness.

#### **1. OPERATOR TRAINING**

1. The provider shall be responsible for all bus operator training to ensure all personnel understand and use safe and efficient driving and passenger assistance practices while performing Guam public transportation services;
2. GRTA reserves the right to review all training materials and coursework and participate in any safety or training activity;
3. Each trainee shall have a minimum of forty-four (44) hours of participation in the provider's training program. The provider shall test each applicant at the end of the training to determine competency, and shall monitor performance throughout employment to ensure each employee follows all procedures introduced in training. At a minimum, training shall include the following:
  - a. A defensive driving (DDC) course conducted by a certified instructor. Each applicant shall successfully complete a defensive driving course every two (2) years by a certified instructor;
  - b. The Service Procedures/Radio session shall train drivers in completing the schedule manifest, GRTA procedures, the operation of two-way radios and radios codes. The minimum number of hours for this session shall be four (4) hours;
  - c. The Passenger Assistance Training (PAT) session must be conducted by a certified instructor. Each applicant must successfully complete a sixteen (16) hour PAT course. All drivers shall be required to attend a four (4) hour annual refresher training course, or when a driver receives more than two (2) verifiable complaints regarding passenger relations or safety within a six (6) month period.

- d. The Driving Competency/Behind the Wheel session shall be offered to all drivers prior to successful completion of training. Each trainee driver shall be accompanied by a training instructor at all times. Each trainee driver shall be given opportunities to perform all tasks required of a fully trained driver, gradually increasing in responsibility as indicated by the trainee's performance. Upon completion of the behind-the-wheel training, the Training Supervisor shall be responsible for testing each applicant's overall knowledge, driving skills and ability to maneuver the vehicle through an obstacle course. Minimum of twenty-four (24) hours;
- e. The in-service training session shall include four (4) solo test training sessions. The provider shall notify the dispatch supervisor one (1) week in advance to coordinate preparation of the trainee tests. Each trainee must successfully complete four (4) training tests as follows:
  - 1) **Practice Route** – Dispatcher shall send trainees to a specific location, testing the ability to travel on-time to specified destinations (shall not involve actual riders);
  - 2) **Fixed Route**- Dispatcher shall send trainees to a specific location, testing the ability to travel on-time to specified destinations (shall not involve actual riders);
  - 3) **Paratransit**- Dispatcher shall send trainees to a specific location, testing the ability to travel on-time to specified destinations (shall not involve actual riders).

The dispatch supervisor shall be responsible for evaluating the driver's ability to maintain a schedule. The provider shall be responsible for evaluating the driver's overall ability to perform. Each trainee shall be approved by the dispatch supervisor after each trial approved by the dispatch supervisor after each training session before becoming eligible to move to the next training level. Driver identification shall be issued only upon successful completion of the four (4) training tests.

#### **C. EXPERIENCE SUBSTITUTED FOR TRAINING**

During the initial driver transition to the new contract, all drivers who are currently driving for GRTA in revenue service and have successfully completed a required training course may be considered by the provider without further required training. New hires with direct operational experience with GRTA service provided in this contract may also be considered without further required training. It is the provider's responsibility to determine the driving qualifications, abilities and driving history for all drivers.

#### **D. POST-HIRE REQUIREMENTS AND REMOVAL**

GRTA shall require the provider to immediately remove any safety-sensitive person from GRTA service for any one of, but not necessarily limited to, the following:

1. Committing unsafe or inappropriate acts while providing GRTA service as documented by supervisor or management staff reports or from driver complaint history;
2. Revocation or non-renewal of a valid Guam Driver's License for employees who operate a vehicle in the GRTA service area;
3. Distributing any unauthorized materials while on job;
4. Improper conduct as reported by customers, other drivers or directly observed by GRTA staff or agents thereof;
5. Non-compliance with GRTA-specified uniform and appearance standards;
6. More than two (2) moving violation or chargeable accident in any consecutive five (5) year period;
7. Criminal arrest and DWI/DUI conviction.

## V. MISCELLANEOUS – PENALTIES APPLIED

Penalties shall be assessed for contract deficiencies specified herein. GRTA shall consider extenuating circumstances in assessing damages. In the event the provider fails to comply with the following minimum performance standards, GRTA shall assess penalties as follows:

**A. SERVICE INTERRUPTIONS-** to include but are not limited to vehicle breakdowns, late pullouts, uncovered manifests due to no vehicle or no operator, or other occurrences where a vehicle is not providing service. Penalties shall be assessed in the amount of one hundred dollars per trip for each trip removed from the manifest, plus loss of revenue until the route is resumed on-time with a replacement vehicle that meets the requirements of the Scope of Services.

1. The revenue time loss is calculated from the beginning of the shift in the case of an uncovered manifest or for a late pullout, or, from the moment that service is interrupted until the vehicle resumes scheduled service. The end of the revenue time loss shall be determined by the next on-time pick-up or drop trip segment on the manifest, less fifteen minutes for travel time to that trip. If the service interruption occurs at the beginning or end of a shift, the fifteen-minute travel time shall not be allocated since GRTA does not pay deadhead travel time;
2. If the provider responds in less than twenty (20) minutes to a road call or other service interruption, GRTA shall assess a \$15 charge per trip with no loss of revenue. This twenty-minute rule does not apply to interruptions caused by uncovered manifests due to no vehicle, no operator, and other reasons a manifest goes uncovered to include but not be limited to late pull-outs;
3. \$15 shall be assessed for each single occurrence of an over- looked/passed up trip or refused trip. These occurrences by themselves do not constitute a service interruption, yet represent paid revenue service not provided. Service Interruptions apply to all Revenue and Stand-by service drivers.

**B. LATE DRIVERS** - Includes, but is not limited to, lost drivers, drivers who don't follow the Manifest causing lateness, drivers who make unscheduled stops or layovers or ill trained drivers who cannot maintain a schedule. These drivers may subject the provider to penalties.

1. A driver who fails to stay in communication (i.e. fails to perform the previous trip on the manifest and/or fails to make voice contact with the dispatcher either through the radio or phone) is considered late after ten (10) minutes. Penalties in the amount of \$15 per trip (no loss of revenue) shall be assessed if alternative resources (stand-by vehicle) are sent;
2. A driver can be up to twenty (20) minutes late if a driver stays in contact with dispatch prior to and during the time a driver is running late. Penalties in the amount of \$15 per trip (no loss of revenue) shall be assessed beyond twenty (20) minutes late even with communication if alternative resources (stand-by vehicle) are sent;
3. If a driver falls more than one hour behind without contact with dispatch, it shall be considered a service interruption and shall be assessed as stated above for service interruption;
4. The provider shall make every reasonable effort to send vacant (empty) revenue service vehicles where possible. However, the provider must send the vehicle closest to the passenger. All back-up resources shall be sent by the contractor, who is in the best position to review all vehicle resources to determine the vehicle closest to the passenger. Late Drivers conditions shall apply to revenue and stand-by service drivers.

**C. RADIO EQUIPMENT USAGE** - All revenue and stand-by service drivers shall be required to Report arrival to dispatch when they arrive at the last designated Fixed Route service location and report departure when they leave the Fixed Route service location with the passengers on-board. This process of reporting "Arrive" and "Depart" at the proper time is called performing the manifest. It is important that drivers perform their manifest properly so that same day scheduling decisions shall be based on correct information. The provider shall be responsible for any driver who shows a pattern of failing to perform the manifest as documented and shall be subject to penalties. GRTA shall review the list of drivers who fail to report "Arrive" and "Depart" daily.

Each driver shall be allowed to be on the list once without charge. If after the first no charge, the Driver fails to perform a trip(s) properly, an assessment of \$15 per driver per day shall be made. After a driver is assessed three times at \$15 per day, each trip not performed shall be assessed \$15. In addition, if a driver fails to respond to a Dispatcher for more than thirty minutes, the Manifest shall be considered as vacant and unfilled by the provider and shall be treated as a service interruption assessing penalties accordingly.

**D. NOTIFICATION OF A NO-RIDE** – If GRTA or the provider must send an alternative vehicle (stand-by vehicle) for para transit because the driver fails to notify the Dispatcher that a passenger was not at the trip location, penalties may be assessed. The provider may be assessed \$15 per trip and no loss of revenue.

**E. STAFFING LEVELS** - If the provider fails to maintain all required management which include, but not limited to the following: general manager, operations manager, maintenance manager; the provider shall be assessed \$100 per day per vacancy. Penalties shall not be charged in the case of turnover, if the position is immediately covered by a qualified interim replacement. All required supervisory positions (starters, street supervisors) must be covered each day in case of turnover, sickness, vacation or other absences with a qualified replacement. If the provider fails to cover for a supervisory position, penalties shall be assessed in the amount of \$100 per day per uncovered employee.

**F. VEHICLE REMOVAL** - The provider is required to maintain all required vehicles in accordance with terms and conditions of this Contract. If a vehicle is removed from service by GRTA due to non-compliance, the provider may be assessed penalties in the amount of \$50 per vehicle per day removed.

**G. TICKET COLLECTION** - All drivers are required to collect tickets and visually inspect the pass from GRTA passengers. Each driver must correctly complete the GRTA furnished ticket envelope totaling the number of passengers, attendants and the number of tickets or passes collected. The driver must also note the Dispatcher's name and time of call for each passenger who is authorized to ride without a ticket. \$10 for each incorrect envelope shall be assessed.

**H. NATIONAL TRANSIT DATABASE REPORT** - in the amount of \$100.00 per calendar day penalties shall be assessed for failure to submit required National Database Report information by December 31 of each year.

**I. COMPLIANCE WITH 49 CFR 37.163**- Contractor must comply with the three day grace period allowed by 49 CFR 37.163. Operating a vehicle(s) with an inoperable lift beyond the three day grace period shall result in a penalty. The penalty shall be non-payment per vehicle, per shift, for the entire shift in which a vehicle(s) with an inoperable lift was in operation beyond the grace period. Penalties shall be deducted from any monies due, or which may thereafter become due, to the provider under this contract. Penalties shall not be assessed for the above described occurrences arising from causes beyond the control of provider as determined by GRTA.

GRTA shall assess penalties if the provider is found by GRTA or FTA to be in violation of FTA guidelines of the Drug and Alcohol policy and program. Penalties shall be assessed on a daily basis from the date of the written notice until the FTA clearance letter is received by GRTA.

The daily penalty assessments are as follows:

First Day .....\$500.00  
Second Day.....\$1,000.00  
Third Day.....\$1,500.00  
Fourth Day and thereafter...\$2,000.00

**VI. PHASING IN THE NEWLY-ACQUIRED TRANSIT VEHICLES TO THE CURRENT PUBLIC TRANSIT SERVICES**

**A. BACKGROUND**

The final revision of GRTA's transit procurement documents is ongoing for GRTA to acquire approximately 17 (seventeen) ADA accessible transit buses through grants from the U.S. Department of Transportation, Federal Transit Administration. The anticipated arrival of the buses will occur late 2015 or early 2016. To date, GRTA operates six (6) ADA accessible paratransit buses and eight (8) ADA accessible fixed route buses. Within three month period after the award of this MSB, GRTA will increase this to eight (8) paratransit buses and ten (10) fixed route buses. With more additional FTA funding available to procure transit buses, GRTA plans, upon availability of operational funds from the local and the federal government, to expand our transit operations to ten (10) ADA accessible paratransit buses and twelve (12) ADA accessible fixed route buses. The main objective of this expansion is to include the active military personnel, veterans, and their dependents as part of GRTA's marketing target group. Thus, GRTA will expand its transit services to include all the military installations on the island.

GRTA shall phase in the government-owned buses to the existing Provider as follows:

1. GRTA shall release to the existing Provider the newly-acquired buses to be used in the operations of GRTA's paratransit and fixed route services only when all local and federal requirements are complied with in regard to the acquisition of buses. An official issuance letter with a listing of all the transit vehicles including their description, VIN number, engine number, etc. shall be provided to the existing Provider. Moreover, a mutually-agreed Schedule of Transfer between GRTA and the existing Provider shall be attached to the above-mentioned letter which includes, but not limited to the following: the timetable of the newly-acquired bus inspection, bus familiarization start and completion, start of the newly-acquired bus service;

2. Prior to the acceptance of all government-owned buses, the existing Provider shall inspect all buses and to indicate in their inspection reports the bus conditions when received. An official acceptance letter with the attached inspection reports shall be provided to GRTA's Transportation Supervisor;
3. GRTA shall provide the existing Provider a copy of the manufacturer's operating manual and shall have 5 working days to get familiarize with the operations of the newly-acquired buses prior to assigning to their designated transit routes. Bus assignment report shall be provided to GRTA's Transportation Supervisor.
4. GRTA shall award a separate maintenance contract to a qualified provider pertaining to warranty, preventive maintenance, and repair of all newly-acquired buses;
5. The existing Provider shall provide all the transit operators, porter/bush washing, dedicated supervisors, administrative personnel, and other supporting personnel and transit facilities necessary to provide the services being solicited. For transit operator requirements, please refer to Section IV. Safety-Sensitive Employee Requirements on Page 8 of 20 of this General Scope of Services;
6. GRTA shall supply the fuel to run the buses. The method of fuel delivery to the Provider shall be mutually-agreed upon by both parties;
7. GRTA shall install inside and outside of all the newly-acquired buses the required signage, GRTA logo, Motor Carrier U. S. DOT number, GRTA's transportation management system software tablets, etc. prior to the bus release to the existing Provider.
8. The Offerror/Bidder shall submit a separate hourly firm-fixed price bid per bus unit for the above-mentioned services.

#### **VII. TRANSITION FROM GRTA EXISTING TRANSIT PROVIDER TO THE AWARDED BIDDER**

As per Section VI, Paragraph I. Notice to Award, of the *Instruction to Bidders* of this *Multi-Step Sealed Bid Invitation*, the General Services Administration shall announce within ninety (90) days the results of the bid award. Furthermore, as per Section VI, Paragraph E. Notice to Proceed, the awarded bidder shall commence work only after the issuance of the Notice to Proceed.

To plan and organize in fulfilling its contract with GRTA, the successful bidder shall have hundred and eight (180) days between the Notice of Bid Award and the issuance of the Notice to Proceed to acquire transit buses, hire and train transit operators, dispatchers, dedicated supervisors, administrative personnel, and other supporting personnel and transit facilities necessary to provide the Guam Public Transit System services.

The government shall not be liable for any work done by the awarded bidder until a notice to proceed has been issued.

#### **VIII. CHANGEOVER FROM THE EXISTING PROVIDER-OPERATED DISPATCH SERVICE TO GRTA'S ONE-CALL/ONE-CLICK DISPATCHING SYSTEM**

##### **A. BACKGROUND**

GRTA is in the process of finalizing its Request for Proposal (RFP) documents for the solicitation of the Transportation Management System (TMS) Software and Hardware for the Proposed GRTA One-Call/One-Click Dispatch Center through funding from the U.S. Department of Transportation, Federal Transit Administration. Upon the award of this contract to a qualified provider, GRTA will conduct in-house dispatching and scheduling services. GRTA anticipates the contract award to a qualified provider to be completed within three (3) months after the official solicitation announcement of the TMS RFP, and another three (3) months may be needed for the entire TMS to be fully operational.

Thus, to insure an unimpeded dispatch service from the existing Provider-operated dispatch service to GRTA's computer-assisted transportation management system, the following transition procedures shall be implemented:

1. The TMS Software and Hardware RFP solicits not only for software and hardware; but also, for training of GRTA's dispatchers/schedulers and the existing Provider's transit operators to utilize the TMS software and hardware. Thus, GRTA shall be responsible in insuring the existing Provider's transit operator to be fully proficient in using the TMS tablets to communicate with GRTA's dispatchers;

2. Upon certification by the TMS software provider that GRTA's One-Call/One-Click Dispatch Center is fully operational, the TMS software and hardware training of GRTA's dispatchers/schedulers and the existing Provider's bus operators shall commence based upon a mutually-agreed Schedule of Training between GRTA and the existing Provider. This training shall be conducted by the TMS software provider;
3. To insure an uninterrupted service during transition from the existing Provider's dispatch service to GRTA's One-Call/One-Click dispatch system, for the first three (3) months after the existing Provider's bus operator completed their TMS training, GRTA's One-Call/One-Click dispatch system shall simultaneously operate - "Parallel System" - with the existing Provider's dispatch service;
4. GRTA shall constantly monitor to evaluate the proficiency of the existing Provider's bus operators with respect to their usage of GRTA's One-Call/One-Click dispatch system;
5. Should GRTA concludes, prior to the three (3) month dry run period, that the existing Provider bus operators are fully competent to changeover to GRTA's One-Call/One-Click dispatch system, GRTA, after officially notifying the existing Provider, shall formally change to GRTA's One-Call/One-Click dispatch system;
6. The percentage cost of the Provider dispatching service shall be deducted from the total hourly contract cost, when GRTA One-Call/One-Click dispatch officially takes over the operation of the Provider-operated dispatch service.

#### IX. INDIRECT COST

For any contract or subcontract related to the projects funded in whole or in part with Federal Transit Administration (FTA) funds, the bid or proposal submitted for the contract, is required to show what the indirect cost (overhead cost not associated with any one particular project defined under 48 CFR § 31.203) associated with the project are, to state how the indirect cost figure was reached, and to certify (pursuant to FTA MAP 21, Section 5325, Parts B and C) that they are allowable costs under 48 CFR § 31.2.

If there is any modification of the indirect cost rate at any time, the bidder or contractor must restate what the indirect costs are, how the indirect cost rate was reached, and must recertify that the indirect costs are allowable.

The proposer or contractor must account for the indirect costs by maintaining adequate records and supporting documentation to demonstrate indirect costs claimed to have been incurred, have in fact been incurred, that such costs are allowable to the contract, and comply with applicable cost principles (as specified in 48 CFR § 31.201-2(d)).

The contracting agency shall apply the indirect cost rates for the purposes of contract estimation, negotiation, administration, reporting, and contract payment.

A contractor found to have knowingly charged unallowable costs to a Federal-aid funded contract is subject to suspension and debarment actions by the FTA. The FTA may also pursue a potential cause of action under the False Claims Act or prosecution for making false statement. In addition, GRTA may take legal actions against the contractor such as fines, contract termination, debarment, cost recovery, and criminal false statement actions.

#### X. COST ANALYSIS

Pursuant to the Federal Transit Administration Circular 4220.1F and FTA's "Best Practices Procurement Manual," Chapter 5 for GRTA to determine the reasonableness of the bid price, to verify how the indirect cost rate was reached, and to make sure that the indirect costs are allowable, the bidder shall submit a detailed cost breakdown of all cost categories for GRTA to be able to perform cost analysis. Enclose the detailed cost breakdown inside the sealed bid envelope. **Failure to submit the detailed cost breakdown shall automatically disqualify a bidder as being non-responsive.**

## **XI. CLOSURE OF SHIFT CHANGE GAPS**

All GRTA fixed route and express lines that are indicated in the attached GRTA transit schedules and routes with two (2) hour interval runs and shift change gaps of two (2) hours, the shift change gaps of two (2) hours shall be eliminated thereby making the runs to continually operate at two (2) hour interval without any shift change interruptions.

Further, for those fixed route and express lines with one (1) hour interval runs and shift change gaps of two (2) hours, the shift change gaps of two (2) hours shall be closed thereby making the runs to continually operate at one (1) hour interval without any shift change interruptions.

Lastly, all GRTA paratransit service shift change gaps shall be eliminated and continually operate without any shift change interruptions.

Please note that the attached pilot program version of GRTA transit schedules and routes are for the bidder's reference only. The current and updated version of this transit schedules and routes will be provided to all bidders.

## **XII. POST AWARD PERFORMANCE EVALUATION CRITERIA**

The performance evaluation will be conducted bi-weekly, monthly, bi-monthly, or quarterly as needed in the performance of the contract and subsequent out year award. Additional out year award is based on the performance level achieved during the first two year contract. Subsequent additional one year award will be based on the previous years' performance level. At no point will the contractor assume that the out year contract is automatically awarded.

A successful performance measurement system is based on achieving the goals and objectives set by the Guam Regional Transit Authority as stipulated in the MSB document.

### **A. FUNCTIONAL AREAS TO BE EVALUATED:**

- Service Effectiveness
- Service Efficiency
- Labor Utilization
- Safety and Reliability
- Asset Management
- Customer Satisfaction
- Compliance with Federal Transit Administration Reporting Requirements
- Compliance with OSHA, GOSHA, Federal and Local EPA and Department of Transportation Rules and Regulations
- Fare Box Recovery
- Use of current Transit Technology
- Provider Management Performance
- Harmonious Relationship with Guam Regional Transit Authority

#### **a. Service Effectiveness**

- i. Total service hours provided versus total hours needed to meet transit demand;
- ii. Average day per week that transit service is available;
- iii. Provides sufficient bus capacity to meet ridership demand;
- iv. Provides effective rider education program;
- v. Maintain a robust ADA compliant website to assist ADA clients understand bus schedules and bus fares;
- vi. Maintains an effective customer service program.

#### **b. Service Efficiency**

- a. Passenger per vehicle mile;
- b. Passenger per vehicle hour;
- c. Total operating cost per passenger;
- d. Operating expense per vehicle revenue mile;
- e. Fuel economy (miles per gallon);
- f. Maintain a high service level to the ridership community;
- g. Reduce or eliminate ride denials through efficient scheduling.

- c. Labor Utilization**
  - a. Obtain training certification for operations staff;
  - b. Number of customer service personnel;
  - c. Training of dispatchers and schedulers;
  - d. Number of shift supervisors;
  - e. Number of certified and trained operators;
  - f. Operator (driver) quarterly meeting with GRTA;
  - g. Department of labor rules and regulation compliance.
  
- 4. Safety and Reliability**
  - a. On time performance by mode (fixed and paratransit);
  - b. On time performance by route;
  - c. Rate of injuries and fatalities involving transit contracted vehicles;
  - d. Rating of public transportation system via independent survey;
  - e. Number of accidents;
  - f. Number of fatalities;
  - g. Number of incidents;
  - h. Timely accident and incident reporting.
  
- 5. Asset Management**
  - a. Age of fleet by vehicle type;
  - b. Percent of vehicle useful life remaining;
  - c. Number of mechanical failures;
  - d. Distance between vehicle failures;
  - e. Cleanliness and serviceability of rolling stock;
  - f. Dedicated fleet for GRTA exclusive use to include spare vehicle.
  
- 6. Compliance with Federal Transit Reporting Requirements**
  - a. Cost analysis shall be submitted to GRTA every billing period;
  - b. Ridership data per FTA report format (National Transit Data Base);
  - c. Disadvantage Business Enterprise;
  - d. Drug and Alcohol Program;
  - e. Effectiveness of Complaint handling and resolution;
  - f. Timely submission of required data and reports using Excel format.
  
- 7. Compliance with Federal and Local OSHA, EPA, and Department of Transportation Rules and regulations**
  - a. keep current on all required certification;
  - b. Maintain all required rules and regulation;
  - c. Maintain safety records for inspection by GRTA;
  - d. Maintain a clean, safe and secure maintenance facility;
  - e. Maintain an effective safety training program.
  
- 8. Customer Satisfaction**
  - a. Safe operations of vehicles;
  - b. Secure operations of vehicle and passenger welfare;
  - c. Clean and well maintained vehicle;
  - d. Accessible bus stops;
  - e. Reliable (timely performance) schedule;
  - f. Affordable fare to the riding public;
  - g. Complaint resolution;
  - h. Courteous treatment of passengers;
  - i. Trained operators and provider staff personnel;
  - j. Compliance and adherence to ADA rules and policies;
  - k. Number of complaints;
  - l. Ride Denials;
  - m. Reduce customer response time, telephone call wait time.
  
- 9. Fare Box Recovery**
  - a. Are the fare box secure and free from tampering;
  - b. Are the fare box being accounted for daily at the provider main office;
  - c. Are fares collected before riders are allowed to be seated;
  - d. Does the driver enforce the collection of fares;
  - e. Are fares counted and recorded at the end of each service day;
  - f. Are fares accounted for by jointly reviewing GRTA fare collection data with GRTA accounting personnel?

**10. Use of current transit technology**

- a. Are vehicle tracking technology utilized;
- b. Are fare box capable of tracking passenger count electronically by passenger category;
- c. Does the vehicle have public announcement capability;
- d. Are bus route and numbers posted electronically;
- e. Are bus stops arrivals announced electronically;
- f. Do all drivers call in to keep the dispatcher updated of their location?

**11. Provider Management Performance**

- i. Is the provider management level employees knowledgeable of ADA requirements and compliance;
- ii. Does management have good relationship with the bus operators, dispatchers, and schedulers;
- iii. Are issues proactively discussed with GRTA to minimize negative impacts to the bus service;
- iv. Is there a good management employee relationship within the provider organization?

**12. Harmonious Relationship with GRTA management and staff.**

- a. Is there an understanding of GRTA's goals and objectives by the provider management level personnel;
- b. Are reports accurate and delivered as required by GRTA on a timely basis;
- c. Are meeting held regularly to resolve service failure issues;
- d. Is there an open and honest communication between GRTA and the service provider?

This listing of performance evaluation criteria is in conjunction with those already mentioned in the body of the MSB document. GRTA reserves the right to include additional performance evaluation criteria and to set the performance level that is deemed acceptable by GRTA.

# Attachment A1

## FIXED ROUTE SCOPE OF SERVICES

### I. PURPOSE

The Guam Regional Transit Authority (GRTA) is soliciting sealed competitive bid proposals from qualified and experienced companies/businesses licensed to provide the general public fixed route transit services in accordance with Federal Transit Administration (FTA) requirements.

### II. BACKGROUND

The GRTA operates both a Fixed Route Transit Service and a complementary Paratransit Service. Both services are described in general in the board-approved **FY 2015 Bus Schedules and Routes** which took effect on October 08, 2014 – please refer to Attachment B of the Instruction to Bidders.

GRTA's fixed route service operates on fixed schedules, and stop and pick-up transit passengers on designated stops located along the transit routes. Briefly, under the fixed route service a total of eight (8) buses are assigned to nine (9) Routes (fixed), The nine (9) individual bus lines (*i.e. Greyline 1, Redline 1, Blueline 1, Blueline 2, Express Line 1, Express Line 2, Orangeline 1, Greenline 1, Greeline Express*). The Fixed Route Service operates Monday through Sunday.

Ridership has increased over the past several years, and the current demand for both services continue to grow. Last FY 2013, GRTA's fixed route service logged 140,798 rides, and 41,531 rides for GRTA's paratransit service.

### III. DEFINITIONS

- A. The term "GRTA" or "Government" used in this solicitation refers to GRTA.
- B. The term "Provider" refers to the person or firm to whom an Award is made to perform the work under the contract.
- C. The term "Successful Offeror" means the offeror/proposer to which the Owner (on the basis of the Owner's evaluation as herein provided) will make an award.

### FAMILIARITY WITH PROPOSED WORK

The Bidder shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall they claim any misunderstanding with regard to the nature, conditions or character of the work or services to be provided under the contract.

### VI. SCOPE OF SERVICES FOR FIXED ROUTE SERVICE

- A. The successful Offeror shall provide fixed route service as outlined in this Scope of Services. GRTA fixed route services shall include the following:

#### **1. Fixed Route Service Description and Use**

GRTA fixed route service is provided to the general riding public. Individuals shall have access to service during the service hours of operation listed herein. Ridership for the Fiscal Year 2013 (October 1, 2012 to September 30, 2013) was 140,798 rides.

#### **2. Service Area**

The Provider shall provide island-wide fixed route service as per FY 2015 Bus Schedules and Routes.

**3. Service Days, Times and Type**

The Provider shall provide fixed route service the following days and times as noted on the approved FY 2015 Bus Schedules and Routes (No transit services are presently available on those holidays jointly observed by federal and local government offices):

Monday - Sunday, 5:30 a.m. - 12:30 pm, and 2:30 p.m. - 10:30 p.m.

GRTA reserves the right to designate additional holidays as service delivery requirements change or to better allocate resources. Trips (passenger pickups) may only be scheduled to commence within these hours of operation. No trips shall commence outside these days and times. GRTA reserves the right to change holidays and level of service to be provided on holidays without affecting the rate of compensation to be paid to the Provider. Time periods may be adjusted by day or specific area at GRTA's discretion.

**4. Service Criteria**

A fixed route vehicle shall be considered on-time if it departs or arrives at the scheduled stop not more than five (5) minutes prior to or after its scheduled time.

**5. Vehicle Requirements**

All vehicles to be used to provide GRTA services shall be ADA accessible and shall be licensed, have a current valid Guam vehicle inspection sticker, meet all applicable local and Federal regulations and requirements, and be able to pass inspection and approval by GRTA personnel as per 49 CFR Part 38- Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

Vehicles identified for this service contract shall be used exclusively for GRTA transit services.

In addition, all vehicles to be used for GRTA fixed route service shall meet the following requirements:

**a. Vehicle Age and Safety Regulations**

As per FTA C 5010.1D Grant Management Requirements, Chapter IV, 3, f, (2), no vehicle shall have less than two (2) years remaining useful life, without the express written consent of the GRTA Executive Manager. Any vehicle for which an age waiver is requested must first pass a thorough vehicle inspection by GRTA representatives and a designated GRTA vehicle maintenance service Provider. These special vehicle inspections will be conducted at the sole expense of the Provider requesting the waiver. No vehicle shall be placed in service which fails to comply with applicable Federal and/or local motor vehicle safety regulations. GRTA reserves the right to inspect vehicles and to remove from service any vehicle that it determines is not service ready.

**b. Fleet Size**

Provider shall maintain sufficient numbers and types of vehicles and personnel under agreement to accommodate the service demand as experienced. Provider is required to have at their immediate disposal an adequate number, 20-25% of the total fleet, of spare vehicles to allow routine servicing and maintenance, repairs, vehicle breakdowns, and similar occurrences as may reasonably be anticipated.

**c. Vehicle Identification**

Each vehicle will have a unique identification number on the exterior and interior to enable passengers or motorists to identify the vehicle by number, and shall carry and bear the GRTA Brand. Vehicles must bear signage that meets ADA specifications.

**d. Vehicle List**

Prior to beginning service on the fixed contract, the Provider must submit a complete list of all vehicles and vehicles types that will be used in the contract services and must meet the approval of GRTA.

**6. Leasing of Vehicles**

If requested by the Provider, GRTA will consider giving the Provider the opportunity to lease up to three (3) ADA accessible vehicles to be used to provide fixed route services for the term of the contract. The Provider will be responsible for all operational aspects of the leased vehicles including maintenance in accordance with GRTA preventive maintenance schedules, insurance, and provisions for licensed driver and dispatchers.

Every for hire/leased vehicle(s) operating under this contract shall be thoroughly inspected by the GRTA's Executive Manager, or his designee, prior to its use and operation in the fixed route service. If any vehicle is found to be unsafe, unfit, or in an unclean condition, the Provider shall be notified by GRTA at once and such vehicle(s) shall not be permitted to operate under this contract until such defective or unclean condition has been remedied.

#### **7. Limitation of Service**

GRTA fixed route service will be provided island-wide, and shall only be limited by road access deemed to be inaccessible by transit vehicles, determined jointly by GRTA and the Provider. GRTA reserves the right to limit service on private roadways.

#### **8. Drivers**

Driver requirements for fixed route services are as follows:

- a. The Provider shall furnish GRTA with employee personnel record information (name, criminal background check, driving record check, etc.) of all drivers employed under this contract. Assigned personnel shall be responsible for knowledge of GRTA service area (e.g. road and street network, shopping center, Medical facilities, etc.).
- b. GRTA will require all drivers employed by the Provider to undergo and pass a United States Department of Transportation (USDOT) physical exam, including an FTA drug test. GRTA requires any driver or other safety-sensitive employee employed by the Provider to undergo annual training in drug or alcohol abuse in accordance with current FTA regulatory requirements. All transportation supervisors are required to attend annual FTA required drug and alcohol awareness training. The Provider shall provide this training. The administration and cost of all physical exams shall be the responsibility of the Provider. The administration and cost of all pre-employment and post-accident drug/alcohol testing shall be the responsibility of the Provider.
- c. Prior to hiring any employee, the Provider shall obtain a criminal background check to include, as a minimum, any convictions for crimes against children or vulnerable adults in any state.
- d. Drivers shall present a neat and clean appearance. The Provider shall require all drivers to have and maintain in working order a timepiece and further shall require that all drivers shall carry such timepiece at all times while operating vehicles in service. Appropriate attire shall be worn at all times that the operator or trainee is operating a vehicle in service. At no time will drivers be permitted to smoke or eat aboard vehicles.
- e. All drivers shall be properly licensed. All drivers shall have a valid Guam Commercial Driver's License. Drivers will have a background check and abstract of Driver's record performed within fifteen (15) days of starting to provide service under this contract. Drivers shall meet the following criteria:
  1. No more than two moving violations within the last five (5) years;
  2. No record of convictions associated with driving under the influence (DUI) in the past seven (7) years. No record of current revocations or suspensions of Class D license;
  3. No record of any convictions;
  4. Drivers shall be able to read English, comprehend English oral communications, speak English understandably and deal safely and courteously with the public;
  5. Drivers shall request how they may assist riders. Examples of appropriate assistance are to assist entering and departing the vehicle to and from the curb, assisting with packages on and off the vehicle when practicable, and honor other reasonable requests for assistance. The driver shall get out of his or her seat each time that a rider boards the vehicle and each time that a rider disembarks the vehicle so as to be available to assist the passenger.
  6. Promptly upon GRTA request, the Provider shall remove from activities associated with this contract any employees whom GRTA considers unsuitable for such work under this contract.

#### **9. Driver Education**

Driver education requirements for fixed route services are as follows:

- a. All drivers employed or in any way utilized by the Provider in the course of the contract, including any drivers previously employed for providing like services, shall be given special training approved by GRTA. This training shall be to competency and shall include hours training in:

- 1) Passenger Assistance Training (P. A. T.) certification or an equivalent course which shall be approved by GRTA and as required by law;
- 2) Defensive Driver Training, per National Safety Council standards, or an equivalent course approved by GRTA;
- 3) Vehicle breakdown, accident, adverse weather and other emergency procedures, including emergency vehicle evacuation;
- 4) Standard first aid and proper response to emergency medical needs of riders, and blood borne pathogen training to include handling and disposition of biological waste;
- 5) Operation of vehicle and all equipment, including proper radio/communication protocol and procedures for pre-trip inspections;
- 6) Orientation to GRTA pickup and drop locations;
- 7) Familiarity with how trips are scheduled and dispatched, including an opportunity to meet schedulers in person;
- 8) Familiarity with the completion of necessary paperwork such as trip sheets, conditions reports, accident reports, and incident reports;
- 9) Ticket/Fare Collection.  
Customer service quality training and sensitivity training for customers with disabilities. This will include passenger handling techniques, sensitivity in dealing with elderly and/or persons with disabilities, and vehicle and personal safety on an ongoing basis.

GRTA reserves the right to require additional training of any or all of the Provider's employees as deemed necessary by GRTA. These and other forms of training shall be documented and such records kept current for the life of this contract. No additional charge shall be made for this service. GRTA reserves the right to have any driver removed from the contract service if, due to complaints or misconduct, such removal is determined to be appropriate.

#### **10. Customer Comments/Complaints**

- a. Drivers shall immediately notify the dispatcher to relay any complaint to the contract administrator. The contract administrator shall immediately notify GRTA's Executive Manager, or his designee as to the nature and circumstances of such complaint.
- b. Complaints received by the Provider, either directly from customers or from GRTA Customer Service, shall be responded to and the written findings or response forwarded to GRTA's Executive Manager or his designee within three (3) working days after receipt and/or knowledge of the complaint. Provider's failure to respond to and to report a complaint within three (3) working days will result in a scheduled meeting with GRTA's Executive Manager and may be cause for termination of the contract.

#### **11. Suspension of Service**

Service may be temporarily suspended only upon concurrence of GRTA's Executive Manager, or his designee and the Provider. Likewise, in the event of inclement weather or act of nature (tropical storm, earthquake, etc.), GRTA's Executive Manager, or his designee, shall determine the GRTA service to be suspended.

#### **12. Provider Representative**

The Provider shall provide the name (telephone/fax/cell phone, and email address) of a Contract Administrator and a "back up" to be the main point of contact for the firm during the term of the contract. The Provider shall not, absent prior written notice to, and consent of GRTA, remove or reassign the Contract Administrator at any time prior to or after execution of the contract. The "back up" contact shall be the main point of contact when the Contract Administrator is unavailable (on vacation, out sick, out on emergency, attending out-of-area function, etc.). The Provider shall notify GRTA when the Contract Administrator will not be available and alert the "back up" that he/she is will be the point of contact during that period.

#### **13. Safety Program**

The Provider shall assume full responsibility for assuring that the safety and security of passengers, employees, vehicles, and equipment are maintained at the highest possible level. The Provider shall comply with all applicable Department of Transportation, FTA, OSHA, and local requirements, including federal and state required Drug and Alcohol testing. The Provider shall maintain a formal safety program.

#### **14. Accident/Incident Reports**

The Provider shall require all employees to **immediately** report all accidents or incidents, regardless of liability, severity, or damage, involving passengers or property. The Provider or its employees shall promptly complete such reports as required by GRTA or Provider. The Provider shall assist in the preparation, trial, or defense or any claim arising from the service provided hereunder. Failure to report an accident or an incident may be grounds for termination of the contract. A breakdown of accidents, to include information on preventability, injuries, and damage shall be included in the Provider's Monthly Report for the GRTA's Board of Directors to review during its monthly meeting. Accident reporting procedures shall satisfy requirements imposed by local and federal laws, including monthly and annual National Transit Database reporting.

#### **15. Vehicle Maintenance**

The Provider shall, at its own expense, maintain all Provider-owned or leased vehicles as required to meet the safe operating conditions required under the contract and comply with federal and local regulations. Vehicles shall be kept clean, inside and out. Service records shall be kept for all vehicles and shall be available for GRTA inspection at any time. Provider shall describe how and where Provider-owned or leased vehicles shall be maintained, and the maintenance system or procedures that shall be utilized in their MSB Proposal.

Any vehicle leased by the Provider shall be maintained in accordance with GRTA standards. If GRTA owned and assigned vehicles are in GRTA contracted service and returned to GRTA for any reason, including termination of this contract, vehicles shall be in a condition, both mechanically and cosmetically, acceptable to GRTA.

#### **16. Vehicle inspections**

The following inspection procedures shall be maintained:

- a. The Provider shall perform daily safety inspections of vehicles prior to beginning the day's service. Vehicles failing the daily inspection shall not be used in service until the reason for failure is corrected. If a vehicle fails inspection, it shall be removed from service until any problems are corrected. For passenger comfort, the air-conditioning units of all vehicles shall be kept in proper working order. GRTA may inspect vehicles at any time and may bar any vehicle from service until problems are corrected. The Provider shall be responsible for developing a format for recording and tracking vehicle defects.
- b. GRTA reserves the right to ensure that vehicles are being maintained properly and are in safe operating condition. The Provider shall make available at the request of GRTA any vehicles used in the performance of this contract in order to ensure compliance with safety standards, mechanical standards, maintenance standards, customer comfort standards, and any terms of this agreement. The GRTA inspection program shall not relieve the Provider of the obligation to continually monitor and inspect the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery.
- c. The Provider shall deliver any or all vehicles to any required inspection facility when requested by GRTA or any regulatory agency. In event that the Provider is instructed by GRTA or any other regulatory agency to remove any equipment from service due to mechanical reasons, the Provider shall make any and all specified corrections and repairs to the equipment and provide GRTA with a written statement that said corrections and repairs have been made prior to placing the equipment into service.

#### **17. Facilities**

Facilities shall be provided for fixed route service as follows:

- a. Provider shall provide suitable facilities with which to operate the transportation services as outlined herein. This includes maintenance, office and storage facilities. All furnishings, equipment, and supplies are the responsibility of the Provider.
- b. Provider facilities shall comply with all Federal and local environmental and safety requirements. The Provider shall be responsible for the proper removal and storage of hazardous waste (oils, filters, tires, batteries, waste water, biohazard, etc.) and shall comply with all applicable Federal and Local laws.

**18. Dispatch System**

The Provider shall provide an adequate dispatch system to be utilized in communicating with the fixed route operator until such time as this function is transitioned into a One-Call/ One-Click Dispatch Center, which will be operated by GRTA. The system shall be adequate to properly manage daily ridership demands.

The Provider shall be responsible for the following:

- a. Providing trained dispatch staff (2 minimum for fixed route service);
- b. Providing staff capable of providing the required reports;
- c. GRTA's current standard for on-time performance is ninety-eight percent (98%) of all trips for fixed route service. GRTA uses ten (10) minutes on-time pickup window. A vehicle is considered on-time, if a vehicle arrives five (5) minutes before, or departs five (5) minutes after the scheduled time.

**19. Monitoring and Supervision**

The Provider shall be responsible for monitoring and supervising street performance and informing the designated GRTA staff of service delays and assistance needed to ensure that the schedule is maintained. Provider shall be responsible for dispatching and arranging for back-up vehicles, road service, towing, and other driver supervisory services as needed. Documentation of these occurrences must be maintained on a dispatcher log and submitted monthly with service log, performance log and monthly billings.

**20. Fare Structure**

Customers are expected to pay by ticket, fare card (when the One-Call/One-Click Center is operational), or cash for each one-way trip. Tickets can be purchased from GRTA designated sales points. Provider total costs will be reimbursed for trips by GRTA on an established hourly rate through the contract:

- a. It is expected that efforts will be made to choose the shortest route in time and distance to the destination point. The use of Global Positioning System/Automatic Vehicle Location (GPS/AVL) to accomplish this efficiency is encouraged.

**21. Accounting and Monitoring Procedures**

The Provider must abide by the following accounting and monitoring procedures in order to be reimbursed for service delivered:

- a. The driver will retain the ticket or fare received as trip payment from the client/passenger, and turns it into the Provider's office at the end of the shift. It is from information received off the Transportation Log that the Provider will be reimbursed by GRTA.
- b. In the Transportation Log, the Provider will record:
  - 1. Name of Company
  - 2. Date
  - 3. Name of Passenger
  - 4. Passenger Address
  - 5. Destination
  - 6. Pickup Time
  - 7. Drop off Time
  - 8. Mileage (Beginning Trip, Pickup Mileage, Drop Off Mileage)
- c. The Provider will bill GRTA monthly for the period starting the first day of the month and ending the last of the month. All billings must be submitted to GRTA by the twentieth day of each month.

**22. Prime Provider**

The Provider awarded the resulting contract is required to assume sole responsibility for the complete delivery of services required by the MSB and Contract Documents. The said Provider shall be the sole point of contact with regard to contractual matters.

**a. Independent Provider**

The Provider is an independent Provider and nothing contained in the contract shall constitute or designate the Provider or any of its agents or employees as agents, or employees of GRTA, or Government of Guam. If the Provider is a corporation, the corporation must be registered to do business in Guam.

**b. Offer Qualifications**

Each Offeror shall be a qualified and experienced transportation firm licensed to provide this service in Guam for GRTA's fixed route services.

**c. Standards for Private Carrier**

The Provider shall abide by the codes of Guam, plus all applicable local and Federal codes. Failure to adhere to the rules and regulations shall be cause for termination of the contract.

The offeror shall provide GRTA with a copy of the respective company's Certification of Public Convenience and Necessity.

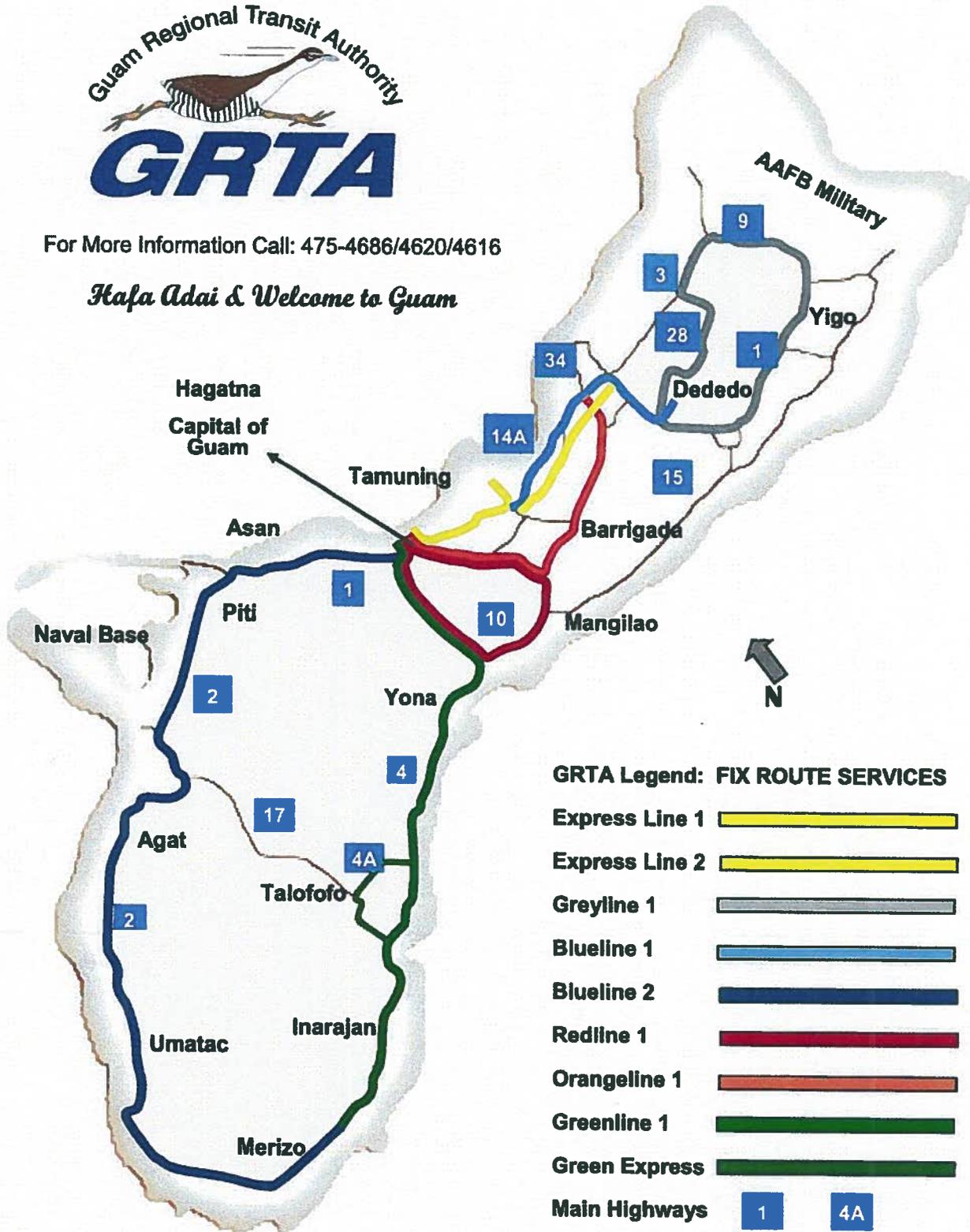
# Attachment B

## FY 2015 BUS SCHEDULES AND ROUTES



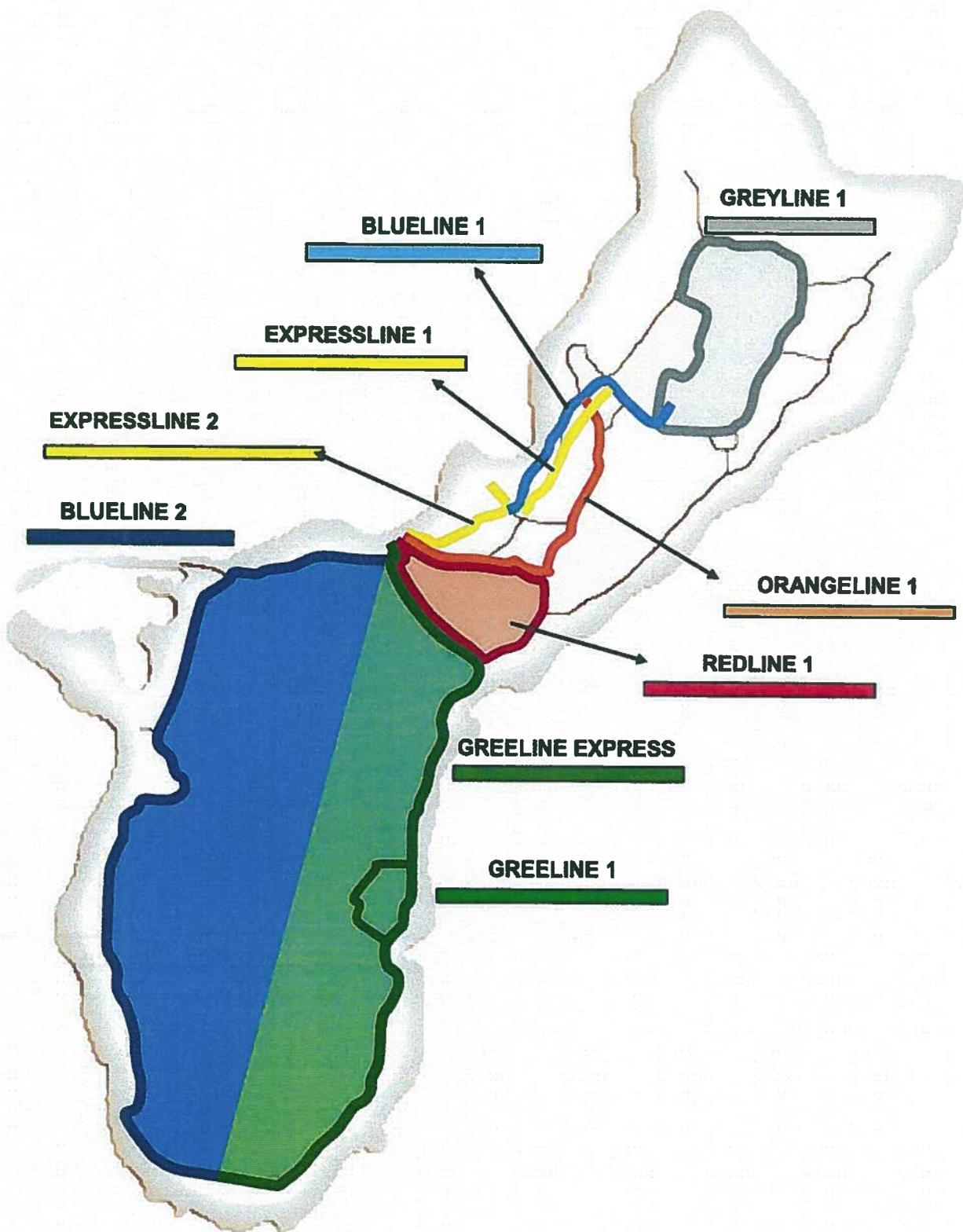
For More Information Call: 475-4686/4620/4616

*Hafa Adai & Welcome to Guam*



**GRTA Legend: FIX ROUTE SERVICES**

- Express Line 1
- Express Line 2
- Greyline 1
- Blueline 1
- Blueline 2
- Redline 1
- Orangeline 1
- Greenline 1
- Green Express
- Main Highways



# DEDEDO - YIGO, NCTMS AND SURROUNDING AREAS

GREYLINE 1

**\*\* ALL POSTED STOPS ON THIS SCHEDULE ARE ROADSIDE PICKUPS ONLY \*\***

	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run	10th Run	11th Run	12th Run	13th Run	14th Run	15th Run	16th Run	17th Run	
	5:30 AM	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM	5:30 PM	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM
	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.
DEDEDO PUBLIC HEALTH ***	5:30 AM	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM		2:30 PM	3:30 PM	4:30 PM	5:30 PM	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM
ACROSS LA FAMILIA	5:37 AM	6:37 AM	7:37 AM	8:37 AM	9:37 AM	10:37 AM	11:37 AM	12:37 PM		2:37 PM	3:37 PM	4:37 PM	5:37 PM	6:37 PM	7:37 PM	8:37 PM	9:37 PM	10:37 PM
SWAMP ROAD	5:39 AM	6:39 AM	7:39 AM	8:39 AM	9:39 AM	10:39 AM	11:39 AM	12:39 PM		2:39 PM	3:39 PM	4:39 PM	5:39 PM	6:39 PM	7:39 PM	8:39 PM	9:39 PM	10:39 PM
PARIS MARKET	5:41 AM	6:41 AM	7:41 AM	8:41 AM	9:41 AM	10:41 AM	11:41 AM	12:41 PM		2:41 PM	3:41 PM	4:41 PM	5:41 PM	6:41 PM	7:41 PM	8:41 PM	9:41 PM	10:41 PM
ASTUMBO SENIOR CENTER	5:44 AM	6:44 AM	7:44 AM	8:44 AM	9:44 AM	10:44 AM	11:44 AM	12:44 PM		2:44 PM	3:44 PM	4:44 PM	5:44 PM	6:44 PM	7:44 PM	8:44 PM	9:44 PM	10:44 PM
NCS SHELL ***	5:46 AM	6:46 AM	7:46 AM	8:46 AM	9:46 AM	10:46 AM	11:46 AM	12:46 PM		2:46 PM	3:46 PM	4:46 PM	5:46 PM	6:46 PM	7:46 PM	8:46 PM	9:46 PM	10:46 PM
FERIN TERRACE ENT.	5:48 AM	6:48 AM	7:48 AM	8:48 AM	9:48 AM	10:48 AM	11:48 AM	12:48 PM		2:48 PM	3:48 PM	4:48 PM	5:48 PM	6:48 PM	7:48 PM	8:48 PM	9:48 PM	10:48 PM
RITIDIAN MART	5:51 AM	6:51 AM	7:51 AM	8:51 AM	9:51 AM	10:51 AM	11:51 AM	12:51 PM		2:51 PM	3:51 PM	4:51 PM	5:51 PM	6:51 PM	7:51 PM	8:51 PM	9:51 PM	10:51 PM
LET'S RETAIL STORE	5:53 AM	6:53 AM	7:53 AM	8:53 AM	9:53 AM	10:53 AM	11:53 AM	12:53 PM		2:53 PM	3:53 PM	4:53 PM	5:53 PM	6:53 PM	7:53 PM	8:53 PM	9:53 PM	10:53 PM
CHALAN RAMIREZ ENTANCE	5:55 AM	6:55 AM	7:55 AM	8:55 AM	9:55 AM	10:55 AM	11:55 AM	12:55 PM		2:55 PM	3:55 PM	4:55 PM	5:55 PM	6:55 PM	7:55 PM	8:55 PM	9:55 PM	10:55 PM
AAFB TRAFFIC LIGHT	5:58 AM	6:58 AM	7:58 AM	8:58 AM	9:58 AM	10:58 AM	11:58 AM	12:58 PM		2:58 PM	3:58 PM	4:58 PM	5:58 PM	6:58 PM	7:58 PM	8:58 PM	9:58 PM	10:58 PM
YIGO BASEBALL FIELD Ent.	6:04 AM	7:04 AM	8:04 AM	9:04 AM	10:04 AM	11:04 AM	12:04 PM	1:04 PM		3:04 PM	4:04 PM	5:04 PM	6:04 PM	7:04 PM	8:04 PM	9:04 PM	10:04 PM	11:04 PM
JOANNE'S BAKERY	6:07 AM	7:07 AM	8:07 AM	9:07 AM	10:07 AM	11:07 AM	12:07 PM	1:07 PM		3:07 PM	4:07 PM	5:07 PM	6:07 PM	7:07 PM	8:07 PM	9:07 PM	10:07 PM	11:07 PM
GHURA 506 ENTANCE	6:11 AM	7:11 AM	8:11 AM	9:11 AM	10:11 AM	11:11 AM	12:11 PM	1:11 PM		3:11 PM	4:11 PM	5:11 PM	6:11 PM	7:11 PM	8:11 PM	9:11 PM	10:11 PM	11:11 PM
DEDEDO BUSINESS CENTER	6:13 AM	7:13 AM	8:13 AM	9:13 AM	10:13 AM	11:13 AM	12:13 PM	1:13 PM		3:13 PM	4:13 PM	5:13 PM	6:13 PM	7:13 PM	8:13 PM	9:13 PM	10:13 PM	11:13 PM
YPAOPAO 1st 8/5	6:15 AM	7:15 AM	8:15 AM	9:15 AM	10:15 AM	11:15 AM	12:15 PM	1:15 PM		3:15 PM	4:15 PM	5:15 PM	6:15 PM	7:15 PM	8:15 PM	9:15 PM	10:15 PM	11:15 PM
DEDEDO MAYOR'S	6:20 AM	7:20 AM	8:20 AM	9:20 AM	10:20 AM	11:20 AM	12:20 PM	1:20 PM		3:20 PM	4:20 PM	5:20 PM	6:20 PM	7:20 PM	8:20 PM	9:20 PM	10:20 PM	11:20 PM
DEDEDO PUBLIC HEALTH ***	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM		3:30 PM	4:30 PM	5:30 PM	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM	11:30 PM

NO SERVICE

ALL PRIVATE BUSINESSES AND/OR ENTITIES MENTIONED ON THIS SCHEDULE ARE FOR LANDMARK PURPOSES AND ARE NOT ACTUAL BUS STOPS



PILOT PROGRAM

STARTING- OCTOBER 8, 2014

For para transit reservations please call GRTA's dispatch office at: 647-7433/3435  
For all other inquiries please contact GRTA's main office at: 475-4888

**BLUELINE 1 LOWER TUMON - TAMUNING - DEDEDO PUBLIC HEALTH**

\*\* ALL POSTED STOPS ON THIS SCHEDULE ARE ROADSIDE PICKUPS ONLY \*\*

	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run	10th Run	11th Run	12th Run	13th Run	14th Run	15th Run	16th Run	17th Run		
<b>SOUTHBOUND</b>	5:30 AM	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM	5:30 PM	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM	
	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.		Dpt.									
	Dededo Public Health	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM		2:30 PM	3:30 PM	4:30 PM	5:30 PM	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM	
	Guam Regional Medical Center	6:35 AM	7:35 AM	8:35 AM	9:35 AM	10:35 AM	11:35 AM	12:35 PM		2:35 PM	3:35 PM	4:35 PM	5:35 PM	6:35 PM	7:35 PM	8:35 PM	9:35 PM	10:35 PM	
	Reef Hotel Traffic Light	6:40 AM	7:40 AM	8:40 AM	9:40 AM	10:40 AM	11:40 AM	12:40 PM		2:40 PM	3:40 PM	4:40 PM	5:40 PM	6:40 PM	7:40 PM	8:40 PM	9:40 PM	10:40 PM	
	Hyatt	6:43 AM	7:43 AM	8:43 AM	9:43 AM	10:43 AM	11:43 AM	12:43 PM		2:43 PM	3:43 PM	4:43 PM	5:43 PM	6:43 PM	7:43 PM	8:43 PM	9:43 PM	10:43 PM	
	Subway	6:46 AM	7:46 AM	8:46 AM	9:46 AM	10:46 AM	11:46 AM	12:46 PM		2:46 PM	3:46 PM	4:46 PM	5:46 PM	6:46 PM	7:46 PM	8:46 PM	9:46 PM	10:46 PM	
	Hilton Hotel Traffic Light	6:49 AM	7:49 AM	8:49 AM	9:49 AM	10:49 AM	11:49 AM	12:49 PM		2:49 PM	3:49 PM	4:49 PM	5:49 PM	6:49 PM	7:49 PM	8:49 PM	9:49 PM	10:49 PM	
	Bahaj Pavilion	6:53 AM	7:53 AM	8:53 AM	9:53 AM	10:53 AM	11:53 AM	12:53 PM		2:53 PM	3:53 PM	4:53 PM	5:53 PM	6:53 PM	7:53 PM	8:53 PM	9:53 PM	10:53 PM	
	GPO	6:55 AM	7:55 AM	8:55 AM	9:55 AM	10:55 AM	11:55 AM	12:55 PM		2:55 PM	3:55 PM	4:55 PM	5:55 PM	6:55 PM	7:55 PM	8:55 PM	9:55 PM	10:55 PM	
	Tamuning Post Office	6:58 AM	7:58 AM	8:58 AM	9:58 AM	10:58 AM	11:58 AM	12:58 PM		2:58 PM	3:58 PM	4:58 PM	5:58 PM	6:58 PM	7:58 PM	8:58 PM	9:58 PM	10:58 PM	

	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run	10th Run	11th Run	12th Run	13th Run	14th Run	15th Run	16th Run	17th Run		
<b>NORTHBOUND</b>	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	
	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.		Dpt.									
	Gaylords	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM		3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	
	Centre Pointe Building	7:03 AM	8:03 AM	9:03 AM	10:03 AM	11:03 AM	12:03 PM	1:03 PM		3:03 PM	4:03 PM	5:03 PM	6:03 PM	7:03 PM	8:03 PM	9:03 PM	10:03 PM	11:03 PM	
	Hefa Adai Specialist Grp.	7:07 AM	8:07 AM	9:07 AM	10:07 AM	11:07 AM	12:07 PM	1:07 PM		3:07 PM	4:07 PM	5:07 PM	6:07 PM	7:07 PM	8:07 PM	9:07 PM	10:07 PM	11:07 PM	
	Fountain Plaza	7:10 AM	8:10 AM	9:10 AM	10:10 AM	11:10 AM	12:10 PM	1:10 PM		3:10 PM	4:10 PM	5:10 PM	6:10 PM	7:10 PM	8:10 PM	9:10 PM	10:10 PM	11:10 PM	
	Acemta Mall	7:13 AM	8:13 AM	9:13 AM	10:13 AM	11:13 AM	12:13 PM	1:13 PM		3:13 PM	4:13 PM	5:13 PM	6:13 PM	7:13 PM	8:13 PM	9:13 PM	10:13 PM	11:13 PM	
	JF Super Store	7:16 AM	8:16 AM	9:16 AM	10:16 AM	11:16 AM	12:16 PM	1:16 PM		3:16 PM	4:16 PM	5:16 PM	6:16 PM	7:16 PM	8:16 PM	9:16 PM	10:16 PM	11:16 PM	
	Dededo Public Health	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM		3:30 PM	4:30 PM	5:30 PM	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM	11:30 PM	

\*\* ALL PRIVATE BUSINESSES AND/OR ENTITIES MENTIONED ON THIS SCHEDULE ARE FOR LANDMARK PURPOSES AND ARE NOT ACTUAL BUS STOPS

**PILOT PROGRAM**

**STARTING OCTOBER 6, 2014**  
 For more transit reservations please call GRTA's dispatch office at 647-74320425  
 For all other inquiries please contact GRTA's main office at 475-4888



**HAGATNA - MAITE - BARRAGADA - HARMON - GIAA**

**\*\*ALL POSTED STOPS ON THIS SCHEDULE ARE ROADSIDE PICKUPS ONLY\*\***

ORANGELINE 1	HAGATNA - MAITE - BARRAGADA - HARMON - GIAA																									
	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run	10th Run	11th Run	12th Run	13th Run	14th Run	15th Run	16th Run	17th Run									
NORTHBOUND	5:30 AM	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	2:30 PM	3:30 PM	4:30 PM	5:30 PM	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM									
	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.									
Paseo Double Bus Stop ***	5:30 AM	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	NO SERVICE									2:30 PM	3:30 PM	4:30 PM	5:30 PM	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM
San Jose Market	5:35 AM	6:35 AM	7:35 AM	8:35 AM	9:35 AM	10:35 AM	11:35 AM	12:35 PM	NO SERVICE									2:35 PM	3:35 PM	4:35 PM	5:35 PM	6:35 PM	7:35 PM	8:35 PM	9:35 PM	10:35 PM
Market Wholesale Dist.	5:37 AM	6:37 AM	7:37 AM	8:37 AM	9:37 AM	10:37 AM	11:37 AM	12:37 PM	NO SERVICE									2:37 PM	3:37 PM	4:37 PM	5:37 PM	6:37 PM	7:37 PM	8:37 PM	9:37 PM	10:37 PM
Mobil / McDonalds ***	5:39 AM	6:39 AM	7:39 AM	8:39 AM	9:39 AM	10:39 AM	11:39 AM	12:39 PM	NO SERVICE									2:39 PM	3:39 PM	4:39 PM	5:39 PM	6:39 PM	7:39 PM	8:39 PM	9:39 PM	10:39 PM
H & R Block Traffic Light	5:41 AM	6:41 AM	7:41 AM	8:41 AM	9:41 AM	10:41 AM	11:41 AM	12:41 PM	NO SERVICE									2:41 PM	3:41 PM	4:41 PM	5:41 PM	6:41 PM	7:41 PM	8:41 PM	9:41 PM	10:41 PM
Rev. & Tak Road Side	5:46 AM	6:46 AM	7:46 AM	8:46 AM	9:46 AM	10:46 AM	11:46 AM	12:46 PM	NO SERVICE									2:46 PM	3:46 PM	4:46 PM	5:46 PM	6:46 PM	7:46 PM	8:46 PM	9:46 PM	10:46 PM
Iglesias Ne Christo	5:51 AM	6:51 AM	7:51 AM	8:51 AM	9:51 AM	10:51 AM	11:51 AM	12:51 PM	NO SERVICE									2:51 PM	3:51 PM	4:51 PM	5:51 PM	6:51 PM	7:51 PM	8:51 PM	9:51 PM	10:51 PM

**HARMON - BARRIGADA - MAITE - HAGATNA**

ORANGELINE 1	HARMON - BARRIGADA - MAITE - HAGATNA																									
	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run	10th Run	11th Run	12th Run	13th Run	14th Run	15th Run	16th Run	17th Run									
SOUTHBOUND	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM									
	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.									
Harmori Drugs	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	NO SERVICE									3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM
Pac. Air	6:10 AM	7:10 AM	8:10 AM	9:10 AM	10:10 AM	11:10 AM	12:10 PM	1:10 PM	NO SERVICE									3:10 PM	4:10 PM	5:10 PM	6:10 PM	7:10 PM	8:10 PM	9:10 PM	10:10 PM	11:10 PM
GIAA Departures	6:13 AM	7:13 AM	8:13 AM	9:13 AM	10:13 AM	11:13 AM	12:13 PM	1:13 PM	NO SERVICE									3:13 PM	4:13 PM	5:13 PM	6:13 PM	7:13 PM	8:13 PM	9:13 PM	10:13 PM	11:13 PM
Guam Main Facility	6:17 AM	7:17 AM	8:17 AM	9:17 AM	10:17 AM	11:17 AM	12:17 PM	1:17 PM	NO SERVICE									3:17 PM	4:17 PM	5:17 PM	6:17 PM	7:17 PM	8:17 PM	9:17 PM	10:17 PM	11:17 PM
Tiyan Back Gate / WIC	6:20 AM	7:20 AM	8:20 AM	9:20 AM	10:20 AM	11:20 AM	12:20 PM	1:20 PM	NO SERVICE									3:20 PM	4:20 PM	5:20 PM	6:20 PM	7:20 PM	8:20 PM	9:20 PM	10:20 PM	11:20 PM
Paseo Double Bus stop ***	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	NO SERVICE									3:30 PM	4:30 PM	5:30 PM	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM	11:30 PM

Do not service at this time slot

ALL PRIVATE BUSINESSES AND/OR ENTITIES MENTIONED ON THIS SCHEDULE ARE FOR LANDMARK PURPOSES AND ARE NOT ACTUAL BUS STOPS



**PILOT PROGRAM**  
**STARTING- OCTOBER 8, 2014**

For para transit reservations please call GRTA's dispatch office at 647-7433/2435  
For all other inquiries please contact GRTA's main office at: 475-4686

Redline 1

HAGATNA - SINAJANA - OROOT - CHALAN PAGO - MANGILAO - BARRIGADA - MAITE - HASATNA

**\*\*ALL POSTED STOPS ON THIS SCHEDULE ARE ROADSIDE PICKUPS ONLY \*\***

	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8TH	9th Run	10th Run	11th Run	12th Run	13th Run	14th Run	15th Run	16th Run	17th Run	
	5:30 AM	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	13:30 PM	2:30 PM	3:30 PM	4:30 PM	5:30 PM	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM
	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.		Dpt.								
PASEO DOUBLE BUS STOP ***	5:30 AM	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM		2:30 PM	3:30 PM	4:30 PM	5:30 PM	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM
HAGATNA LIBRARY	5:33 AM	6:33 AM	7:33 AM	8:33 AM	9:33 AM	10:33 AM	11:33 AM	12:33 PM		2:33 PM	3:33 PM	4:33 PM	5:33 PM	6:33 PM	7:33 PM	8:33 PM	9:33 PM	10:33 PM
PUBLIC DEFENDER	5:35 AM	6:36 AM	7:36 AM	8:36 AM	9:36 AM	10:36 AM	11:36 AM	12:36 PM		2:36 PM	3:36 PM	4:36 PM	5:36 PM	6:36 PM	7:36 PM	8:36 PM	9:36 PM	10:36 PM
SUN SHINE PLAZA ***	5:39 AM	6:39 AM	7:39 AM	8:39 AM	9:39 AM	10:39 AM	11:39 AM	12:39 PM		2:39 PM	3:39 PM	4:39 PM	5:39 PM	6:39 PM	7:39 PM	8:39 PM	9:39 PM	10:39 PM
ISLAND FRESH SUPERMARKET	5:41 AM	6:41 AM	7:41 AM	8:41 AM	9:41 AM	10:41 AM	11:41 AM	12:41 PM		2:41 PM	3:41 PM	4:41 PM	5:41 PM	6:41 PM	7:41 PM	8:41 PM	9:41 PM	10:41 PM
SONG MARKET	5:45 AM	6:45 AM	7:45 AM	8:45 AM	9:45 AM	10:45 AM	11:45 AM	12:45 PM		2:45 PM	3:45 PM	4:45 PM	5:45 PM	6:45 PM	7:45 PM	8:45 PM	9:45 PM	10:45 PM
MANGILAO PAYLESS	5:48 AM	6:48 AM	7:48 AM	8:48 AM	9:48 AM	10:48 AM	11:48 AM	12:48 PM		2:48 PM	3:48 PM	4:48 PM	5:48 PM	6:48 PM	7:48 PM	8:48 PM	9:48 PM	10:48 PM
UOG ENGLISH BLDG. PARKING LC	5:50 AM	6:50 AM	7:50 AM	8:50 AM	9:50 AM	10:50 AM	11:50 AM	12:50 PM		2:50 PM	3:50 PM	4:50 PM	5:50 PM	6:50 PM	7:50 PM	8:50 PM	9:50 PM	10:50 PM
LEON GUERERO BLDG.	5:52 AM	6:52 AM	7:52 AM	8:52 AM	9:52 AM	10:52 AM	11:52 AM	12:52 PM		2:52 PM	3:52 PM	4:52 PM	5:52 PM	6:52 PM	7:52 PM	8:52 PM	9:52 PM	10:52 PM
UOG FIELD HOUSE ***	5:54 AM	6:54 AM	7:54 AM	8:54 AM	9:54 AM	10:54 AM	11:54 AM	12:54 PM		2:54 PM	3:54 PM	4:54 PM	5:54 PM	6:54 PM	7:54 PM	8:54 PM	9:54 PM	10:54 PM
GW FOOTBALL FIELD	5:56 AM	6:56 AM	7:56 AM	8:56 AM	9:56 AM	10:56 AM	11:56 AM	12:56 PM		2:56 PM	3:56 PM	4:56 PM	5:56 PM	6:56 PM	7:56 PM	8:56 PM	9:56 PM	10:56 PM
GCC	5:58 AM	6:58 AM	7:58 AM	8:58 AM	9:58 AM	10:58 AM	11:58 AM	12:58 PM		2:58 PM	3:58 PM	4:58 PM	5:58 PM	6:58 PM	7:58 PM	8:58 PM	9:58 PM	10:58 PM
OS 7 MART	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM		3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM
MANGILAO CHURCH	6:02 AM	7:02 AM	8:02 AM	9:02 AM	10:02 AM	11:02 AM	12:02 PM	1:02 PM		3:02 PM	4:02 PM	5:02 PM	6:02 PM	7:02 PM	8:02 PM	9:02 PM	10:02 PM	11:02 PM
VIETNAM MEMORIAL WALL	6:05 AM	7:05 AM	8:05 AM	9:05 AM	10:05 AM	11:05 AM	12:05 PM	1:05 PM		3:05 PM	4:05 PM	5:05 PM	6:05 PM	7:05 PM	8:05 PM	9:05 PM	10:05 PM	11:05 PM
BARRIGADA MAYOR'S OFFICE	6:08 AM	7:08 AM	8:08 AM	9:08 AM	10:08 AM	11:08 AM	12:08 PM	1:08 PM		3:08 PM	4:08 PM	5:08 PM	6:08 PM	7:08 PM	8:08 PM	9:08 PM	10:08 PM	11:08 PM
OASIS APTS. ENTRANCE	6:13 AM	7:13 AM	8:13 AM	9:13 AM	10:13 AM	11:13 AM	12:13 PM	1:13 PM		3:13 PM	4:13 PM	5:13 PM	6:13 PM	7:13 PM	8:13 PM	9:13 PM	10:13 PM	11:13 PM
GOV. GUAM RETIREMENT BLDG.	6:18 AM	7:18 AM	8:18 AM	9:18 AM	10:18 AM	11:18 AM	12:18 PM	1:18 PM		3:18 PM	4:18 PM	5:18 PM	6:18 PM	7:18 PM	8:18 PM	9:18 PM	10:18 PM	11:18 PM
HAGATNA POOL ENTRANCE	6:21 AM	7:21 AM	8:21 AM	9:21 AM	10:21 AM	11:21 AM	12:21 PM	1:21 PM		3:21 PM	4:21 PM	5:21 PM	6:21 PM	7:21 PM	8:21 PM	9:21 PM	10:21 PM	11:21 PM
PASEO DOUBLE BUS STOP ***	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM		3:30 PM	4:30 PM	5:30 PM	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM	11:30 PM

NO SERVICE

ALL PRIVATE BUSINESSES AND/OR ENTITIES MENTIONED ON THIS SCHEDULE ARE FOR LANDMARK PURPOSES AND ARE NOT ACTUAL BUS STOPS

**PILOT PROGRAM  
STARTING- OCTOBER 8, 2014**

For para transit reservations please call GRTA's dispatch office at: 647-7433/2435  
For all other inquiries please contact GRTA's main office at: 475-4686



**TAMUNING - UPPER TUMON - DEDEDO PUBLIC HEALTH**

**EXPRESSLINE 2**

**\*\*ALL POSTED STOPS ON THIS SCHEDULE ARE ROADSIDE PICKUPS ONLY \*\***

	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run	10th Run	11th Run	12th Run	13th Run	14th Run	15th Run	16th Run	17th Run		
<b>NORTHBOUND</b>	5:30 AM	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM	5:30 PM	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM	
	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	
Tamuning Post Office	5:30 AM	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	NO SERVICE									10:30 PM	10:30 PM
Summer Garden Apt.	5:32 AM	6:32 AM	7:32 AM	8:32 AM	9:32 AM	10:32 AM	11:32 AM	12:32 PM										10:32 PM	
Gotham City Traffic Light	5:34 AM	6:34 AM	7:34 AM	8:34 AM	9:34 AM	10:34 AM	11:34 AM	12:34 PM										10:34 PM	
Kmart Traffic Light	5:37 AM	6:37 AM	7:37 AM	8:37 AM	9:37 AM	10:37 AM	11:37 AM	12:37 PM										10:37 PM	
DPW Compound	5:39 AM	6:39 AM	7:39 AM	8:39 AM	9:39 AM	10:39 AM	11:39 AM	12:39 PM										10:39 PM	
St. Johns Traffic Light	5:40 AM	6:40 AM	7:40 AM	8:40 AM	9:40 AM	10:40 AM	11:40 AM	12:40 PM										10:40 PM	
Pia Marine Traffic Light	5:42 AM	6:42 AM	7:42 AM	8:42 AM	9:42 AM	10:42 AM	11:42 AM	12:42 PM										10:42 PM	
Wendys	5:45 AM	6:45 AM	7:45 AM	8:45 AM	9:45 AM	10:45 AM	11:45 AM	12:45 PM										10:45 PM	
Deededo Public Health ***	5:55 AM	6:55 AM	7:55 AM	8:55 AM	9:55 AM	10:55 AM	11:55 AM	12:55 PM										10:55 PM	

**DEDEDO PUBLIC HEALTH - UPPER TUMON - TAMUNING**

**EXPRESSLINE 2**

	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run	10th Run	11th Run	12th Run	13th Run	14th Run	15th Run	16th Run	17th Run		
<b>SOUTHBOUND</b>	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	
	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	
Harmon Drugs	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	NO SERVICE									10:00 PM	11:00 PM
Infusion Coffee (across Nissam)	6:04 AM	7:04 AM	8:04 AM	9:04 AM	10:04 AM	11:04 AM	12:04 PM	1:04 PM										10:04 PM	
St. Johns Traffic Light	6:08 AM	7:08 AM	8:08 AM	9:08 AM	10:08 AM	11:08 AM	12:08 PM	1:08 PM										10:08 PM	
Tumon 7 Mart Traffic Light	6:10 AM	7:10 AM	8:10 AM	9:10 AM	10:10 AM	11:10 AM	12:10 PM	1:10 PM										10:10 PM	
JFK (After traffic light)	6:13 AM	7:13 AM	8:13 AM	9:13 AM	10:13 AM	11:13 AM	12:13 PM	1:13 PM										10:13 PM	
UIU Bldg. (Papa Johns)	6:16 AM	7:16 AM	8:16 AM	9:16 AM	10:16 AM	11:16 AM	12:16 PM	1:16 PM										10:16 PM	
Pauls Plaza	6:21 AM	7:21 AM	8:21 AM	9:21 AM	10:21 AM	11:21 AM	12:21 PM	1:21 PM										10:21 PM	
Tamuning Mayors Office (fish stand)	6:26 AM	7:26 AM	8:26 AM	9:26 AM	10:26 AM	11:26 AM	12:26 PM	1:26 PM										10:26 PM	
Tamuning Post Office	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM										10:30 PM	

**ALL PRIVATE BUSINESSES AND/OR ENTITIES MENTIONED ON THIS SCHEDULE ARE FOR LANDMARK PURPOSES AND ARE NOT ACTUAL BUS STOPS**



**PILOT PROGRAM**

**STARTING OCTOBER 8, 2014**

For para transit reservations please call GRTA's dispatch office at: 647-7433/2425  
For all other inquiries please contact GRTA's main office at: 475-4686

HAGATNA - TAMUNING

EXPRESSLINE 1

**\*\*ALL POSTED STOPS ON THIS SCHEDULE ARE ROADSIDE PICKUPS ONLY \*\***

	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run	10th Run	11th Run	12th Run	13th Run	14th Run	15th Run	16th Run	17th Run	
<b>NORTHBOUND</b>	5:30 AM	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM	5:30 PM	6:30 PM	7:30 PM	8:30 PM	9:30 PM	10:30 PM
Paseo Double Bus Stop ***	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.
Shell Traffic Light	5:35 AM	6:35 AM	7:35 AM	8:35 AM	9:35 AM	10:35 AM	11:35 AM	12:35 PM	NO SERVICE									
Old ITRC	5:40 AM	6:40 AM	7:40 AM	8:40 AM	9:40 AM	10:40 AM	11:40 AM	12:40 PM										
Ben Franklin	5:43 AM	6:43 AM	7:43 AM	8:43 AM	9:43 AM	10:43 AM	11:43 AM	12:43 PM										
ITC Bldg.	5:55 AM	6:55 AM	7:55 AM	8:55 AM	9:55 AM	10:55 AM	11:55 AM	12:55 PM										

TAMUNING - HAGATNA

EXPRESSLINE 1

	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run	10th Run	11th Run	12th Run	13th Run	14th Run	15th Run	16th Run	17th Run
<b>SOUTHBOUND</b>	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM
Tamuning Post Office	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.
Gaylords	6:05 AM	7:05 AM	8:05 AM	9:05 AM	10:05 AM	11:05 AM	12:05 PM	1:05 PM	NO SERVICE								
Centre Point Bldg.	6:07 AM	7:07 AM	8:07 AM	9:07 AM	10:07 AM	11:07 AM	12:07 PM	1:07 PM									
GMH	6:12 AM	7:12 AM	8:12 AM	9:12 AM	10:12 AM	11:12 AM	12:12 PM	1:12 PM									
Guam Medical Plaza	6:15 AM	7:15 AM	8:15 AM	9:15 AM	10:15 AM	11:15 AM	12:15 PM	1:15 PM									
Onwards Beach Resort ***	6:17 AM	7:17 AM	8:17 AM	9:17 AM	10:17 AM	11:17 AM	12:17 PM	1:17 PM	NO SERVICE								
Orleans Plaza	6:19 AM	7:19 AM	8:19 AM	9:19 AM	10:19 AM	11:19 AM	12:19 PM	1:19 PM									
Across Citibank Traffic Light	6:22 AM	7:22 AM	8:22 AM	9:22 AM	10:22 AM	11:22 AM	12:22 PM	1:22 PM									
Paseo Double Bus stop ***	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM									

**ALL PRIVATE BUSINESSES AND/OR ENTITIES MENTIONED ON THIS SCHEDULE ARE FOR LANDMARK PURPOSES AND ARE NOT ACTUAL BUS STOPS**

**PILOT PROGRAM**

**STARTING- OCTOBER 8, 2014**

For para transit reservations please call GRTA's dispatch office at: 647-7433/4435  
For all other inquiries please contact GRTA's main office at: 475-4686



HAGATNA-SINAJANA-YONA-TALOFOFO-INARAJAN										
GREENLINE 1	1st Run	2nd Run	3rd Run	4th Run	5th Run					
EASTBOUND	5:30 AM	7:30 AM	9:30 AM	11:30 AM	1:30 PM	3:30 PM	5:30 PM	7:30 PM	9:30 PM	
PASEO DOUBLE B/S ***	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	
HAGATNA LIBRARY	5:33 AM	9:33 AM	NO SERVICE				5:33 PM	GREENLINE EXPRESS		
PUBLIC DEFENDER	5:41 AM	9:41 AM	NO SERVICE				5:41 PM	GREENLINE EXPRESS		
YONA MOBIL ***	5:44 AM	9:44 AM	NO SERVICE				5:44 PM	GREENLINE EXPRESS		
BUENAS MART	5:47 AM	9:47 AM	NO SERVICE				5:47 PM	GREENLINE EXPRESS		
7 DAY MARKET	5:50 AM	9:50 AM	NO SERVICE				5:50 PM	GREENLINE EXPRESS		
MOBIL IPAN	6:04 AM	10:04 AM	NO SERVICE				6:04 PM	GREENLINE EXPRESS		
TALOFOFO BAY	6:13 AM	10:13 AM	NO SERVICE				6:13 PM	GREENLINE EXPRESS		
TALOFOFO FALLS ENTRANCE	6:16 AM	10:16 AM	NO SERVICE				6:16 PM	GREENLINE EXPRESS		
INARAJAN PUBLIC HEALTH ***	6:23 AM	10:23 AM	NO SERVICE				6:23 PM	GREENLINE EXPRESS		

**\*\* ALL POSTED STOPS ON THIS SCHEDULE ARE ROADSIDE PICKUPS ONLY \*\***

INARAJAN - TALOFOFO - YONA - HAGATNA										
GREENLINE 1	START PM	2:30 PM	4:30 PM	6:30 PM	8:30 PM					
WESTBOUND	6:30 AM	8:30 AM	10:30 AM	12:30 PM	2:30 PM	4:30 PM	6:30 PM	8:30 PM	10:30 PM	
INARAJAN PUBLIC POOL	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	
76 GAS STATION MALOLOJ ***	6:39 AM	10:39 AM	GREENLINE EXPRESS				6:39 PM	GREENLINE EXPRESS		
McKRAUTS	6:42 AM	10:42 AM	GREENLINE EXPRESS				6:42 PM	GREENLINE EXPRESS		
TALOFOFO MAYOR'S OFFICE	6:53 AM	10:53 AM	GREENLINE EXPRESS				6:53 PM	GREENLINE EXPRESS		
WINDWARD HILLS BUS STOP	7:03 AM	11:03 AM	GREENLINE EXPRESS				7:03 PM	GREENLINE EXPRESS		
BAZA GARDEN BASEBALL FIELD	7:08 AM	11:08 AM	GREENLINE EXPRESS				7:08 PM	GREENLINE EXPRESS		
DAY BUY DAY STORE	7:18 AM	11:18 AM	GREENLINE EXPRESS				7:18 PM	GREENLINE EXPRESS		
YONA CHURCH	7:21 AM	11:21 AM	GREENLINE EXPRESS				7:21 PM	GREENLINE EXPRESS		
WHITE HOUSE (SINAJANA)	7:26 AM	11:26 AM	GREENLINE EXPRESS				7:26 PM	GREENLINE EXPRESS		
TACO BELL (HAGATNA)	7:28 AM	11:28 AM	GREENLINE EXPRESS				7:28 PM	GREENLINE EXPRESS		
PASEO DOUBLE B/S ***	7:30 AM	11:30 AM	GREENLINE EXPRESS				7:30 PM	GREENLINE EXPRESS		

**ALL PRIVATE BUSINESSES AND ENTITIES MENTIONED ON THIS SCHEDULE ARE FOR LANDMARK PURPOSES AND ARE NOT ACTUAL BUS STOPS**



**PILOT PROGRAM  
STARTING-OCTOBER 8, 2014**

For para transit reservations please call GRTA's dispatch office at: 647-7433/34/35  
For all other inquiries please contact GRTA's main office at: 475-4686



**BLUELINE 2**

HAGATNA-ASAN-PITI-AGAT-UMATAC-MERIZO

**\*\*ALL POSTED STOPS ON THIS SCHEDULE ARE ROADSIDE PICKUPS ONLY\*\***

	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run
<b>SOUTHBOUND</b>	5:30 AM	7:30 AM	9:30 AM	11:30 AM	1:30 PM	3:30 PM	5:30 PM	7:30 PM	9:30 PM
	Dpt.	Dpt.	Dpt.	Dpt.		Dpt.	Dpt.	Dpt.	Dpt.
PASEO DOUBLE B/S ***	5:30 AM	7:30 AM	9:30 AM	11:30 AM		3:30 PM	5:30 PM	7:30 PM	9:30 PM
GIC	5:33 AM	7:33 AM	9:33 AM	11:33 AM		3:33 PM	5:33 PM	7:33 PM	9:33 PM
MARK'S HARDWARE	5:36 AM	7:36 AM	9:36 AM	11:36 AM		3:36 PM	5:36 PM	7:36 PM	9:36 PM
ADELUP	5:38 AM	7:38 AM	9:38 AM	11:38 AM		3:38 PM	5:38 PM	7:38 PM	9:38 PM
ASAN MAYOR'S OFFICE ***	5:41 AM	7:41 AM	9:41 AM	11:41 AM		3:41 PM	5:41 PM	7:41 PM	9:41 PM
PITI CHURCH	5:45 AM	7:45 AM	9:45 AM	11:45 AM		3:45 PM	5:45 PM	7:45 PM	9:45 PM
NAVAL STATION PASS & I.D.	5:53 AM	7:53 AM	9:53 AM	11:53 AM		3:53 PM	5:53 PM	7:53 PM	9:53 PM
STATA RITA / AGAT TRAFFIC LIGHT	5:56 AM	7:56 AM	9:56 AM	11:56 AM		3:56 PM	5:56 PM	7:56 PM	9:56 PM
PAGACHAO (GHURA OFFIC)	5:59 AM	7:59 AM	9:59 AM	11:59 AM		3:59 PM	5:59 PM	7:59 PM	9:59 PM
SANTA ANA CHURCH	6:07 AM	8:07 AM	10:07 AM	12:07 PM		4:07 PM	6:07 PM	8:07 PM	10:07 PM
UMATAC MAYOR'S OFFICE ***	6:14 AM	8:14 AM	10:14 AM	12:14 PM		4:14 PM	6:14 PM	8:14 PM	10:14 PM
MERIZO MAYOR'S OFFICE	6:21 AM	8:21 AM	10:21 AM	12:21 PM		4:21 PM	6:21 PM	8:21 PM	10:21 PM
NORTH/SOUTH DOYLE ST.	6:25 AM	8:25 AM	10:25 AM	12:25 PM		4:25 PM	6:25 PM	8:25 PM	10:25 PM
	NO SERVICE								

**BLUELINE 2**

MERIZO - UMATAC - AGAT - PITI - ASAN - HAGATNA

	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run
<b>NORTHBOUND</b>	6:30 AM	8:30 AM	10:30 AM	12:30 PM	2:30 PM	4:30 PM	6:30 PM	8:30 PM	10:30 PM
	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.	Dpt.
Hemlan's Apt. (Merizo)	6:30 AM	8:30 AM	10:30 AM	12:30 PM	2:30 PM	4:30 PM	6:30 PM	8:30 PM	10:30 PM
UMATAC FIRE STATION	6:36 AM	8:36 AM	10:36 AM	12:36 PM	2:36 PM	4:36 PM	6:36 PM	8:36 PM	10:36 PM
AGAT MAYOR'S OFFICE	6:57 AM	8:57 AM	10:57 AM	12:57 PM	2:57 PM	4:57 PM	6:57 PM	8:57 PM	10:57 PM
SANTA RITA/AGAT TRAFFIC LIGHT	7:01 AM	9:01 AM	11:01 AM	1:01 PM	3:01 PM	5:01 PM	7:01 PM	9:01 PM	11:01 PM
PIZZA HUT	7:08 AM	9:08 AM	11:08 AM	1:08 PM	3:08 PM	5:08 PM	7:08 PM	9:08 PM	11:08 PM
PITI CHURCH	7:13 AM	9:13 AM	11:13 AM	1:13 PM	3:13 PM	5:13 PM	7:13 PM	9:13 PM	11:13 PM
ASAN MAYOR'S OFFICE ***	7:19 AM	9:19 AM	11:19 AM	1:19 PM	3:19 PM	5:19 PM	7:19 PM	9:19 PM	11:19 PM
MOBIL (ADELUP)	7:22 AM	9:22 AM	11:22 AM	1:22 PM	3:22 PM	5:22 PM	7:22 PM	9:22 PM	11:22 PM
MOBIL (ACROSS MARK'S HARDWARE)	7:24 AM	9:24 AM	11:24 AM	1:24 PM	3:24 PM	5:24 PM	7:24 PM	9:24 PM	11:24 PM
PASEO DOUBLE B/S ***	7:30 AM	9:30 AM	11:30 AM	1:30 PM	3:30 PM	5:30 PM	7:30 PM	9:30 PM	11:30 PM

ALL PRIVATE BUSINESSES AND ENTITIES POSTED ON THIS SCHEDULE ARE FOR LANDMARK PURPOSES ONLY AND ARE NOT ACTUAL BUS STOPS



**PILOT PROGRAM**

**STARTING-OCTOBER 8, 2014**

For para transit reservations please call GRTA's dispatch office at 647-7433/34/35

# Attachment C

## FEDERAL REQUIREMENTS

FEDERAL TRANSIT ADMINISTRATION (FTA)  
U.S. Department of Transportation (U.S.D.O.T)

### A. FEDERAL REQUIRED AND OTHER CONTRACT CLAUSES

1.	Energy Conservation Requirements.....	77
2.	Clean Water Requirements.....	77
3.	Lobbying.....	77
4.	Access to Records and Reports.....	77
5.	Federal Changes.....	77
6.	Clean Air .....	78
7.	No Government Obligation to Third Parties.....	78
8.	Program Fraud and False or Fraudulent Statements and Related Acts.....	78
9.	Termination.....	78
10.	Government-wide Debarment and Suspension (Non-procurement).....	79
11.	Civil Rights requirements.....	79
12.	Breaches and Dispute Resolution.....	80
13.	Transit Employee Protective Agreements.....	81
14.	Disadvantaged Business Enterprises (DBE).....	81
15.	Incorporation of Federal Transit Administration (FTA) Terms.....	82
16.	Americans with Disabilities Act.....	82
17.	Charter Bus Requirements.....	82
18.	School Bus Requirements.....	82
19.	Department of Labor Requirements.....	82

## **A. FEDERALLY REQUIRED AND OTHER CONTRACT CLAUSES**

### **1. ENERGY CONSERVATION REQUIREMENTS - 42 U.S.C. 6321 et seq. & 49 C.F.R. Part 18**

**Energy Conservation** - The provider agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **2. CLEAN WATER REQUIREMENTS - 33 U.S.C. 1251**

#### **Clean Water –**

a. The provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The provider agrees to report each violation to the Guam Regional Transit Authority (**GRTA**) and understands and agrees that GRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The provider also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **3. LOBBYING - 31 U.S.C. 1352, 49 C.F.R. Part 19 & 49 C.F.R. Part 20**

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] –** providers who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to GRTA.

Please see to Attachment C2 for Certification Regarding Lobbying to be completed by the provider.

### **4. ACCESS TO RECORDS AND REPORTS - 49 U.S.C. 5325, 49 C.F.R. 18.36 (i) & 49 C.F.R. 633.17**

**Access to Records** - The following access to records requirements apply to this Contract:

a. The provider agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case provider agrees to maintain same until **GRTA**, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

b. The provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. FTA does not require the inclusion of these requirements in subcontracts.

### **5. FEDERAL CHANGES - 49 C.F.R. Part 18**

**Federal Changes** – The provider shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between **GRTA** and FTA, as they may be amended or promulgated from time to time during the term of this contract. The provider's failure to so comply shall constitute a material breach of this contract.

### **6. CLEAN AIR - 42 U.S.C. 7401 et seq., 40 C.F.R. 15.61 & 49 C.F.R. Part 18**

#### **Clean Air –**

a. The provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The provider agrees to report each violation to GRTA and understands and agrees that GRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The provider also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

7. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES** - Master Agreement between GRTA and FTA authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, the transportation Equity Act for the 21<sup>st</sup> Century, as amended, the National Capital Transportation Act of 1969, as amended.

**No Obligation by the Federal Government:**

- a. The Guam Regional Transit Authority and provider acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to **GRTA**, provider, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The provider agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-provider who will be subject to its provisions.

8. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS** - 31 U.S.C. 3801 et seq., 49 C.F.R. Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307

**Program Fraud and False or Fraudulent Statements or Related Acts:**

- a. The provider acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the provider certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the provider further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the provider to the extent the Federal Government deems appropriate.
- b. The provider also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the provider, to the extent the Federal Government deems appropriate.
- c. The provider agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-provider who will be subject to the provisions.

9. **TERMINATION** - 49 C.F.R. Part 18, FTA Circular 4220.1F

- a. **Termination for Convenience** - **GRTA**, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, **GRTA** shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- b. **Termination for Default** - If the provider fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the provider fails to comply with any other provisions of this contract, **GRTA** may terminate this contract for default. **GRTA** shall terminate by delivering to the provider a Notice of Termination specifying the nature of default. The provider will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the provider has possession of **GRTA** goods, the provider shall, upon direction of **GRTA**, protect and preserve the goods until surrendered to **GRTA** or its agent. The provider and **GRTA** shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the provider was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of **GRTA**.

- c. **Opportunity to Cure** - **GRTA** in its sole discretion may, in the case of a termination for breach or default, allow the provider thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the provider fails to remedy to **GRTA's** satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the provider of written notice from **GRTA** setting forth the nature of said breach or default, **GRTA** shall have the right to terminate the Contract without any further obligation to the provider. Any such termination for default shall not in any way operate to preclude **GRTA** from also pursuing all available remedies against the provider and its sureties for said breach or default.

**10. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT) - 49 C.F.R. Part 29, Executive Order 12549**

**Suspension and Debarment** - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the provider is required to verify that none of the provider, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The provider is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **GRTA**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **GRTA**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Please see Attachment C1: Government-Wide Debarment and Suspension (Non-Procurement) for the provider to acknowledge receipt.

**11. CIVIL RIGHTS REQUIREMENTS - 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 C.F.R. Part 1630, & 41 C.F.R. Parts 60 et seq.**

**Civil Rights** - The following requirements apply to the underlying contract:

- a. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the provider agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the provider agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
- 1) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The provider agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the provider agrees to comply with any implementing requirements FTA may issue.

- 2) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the provider agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the provider agrees to comply with any implementing requirements FTA may issue.
  - 3) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the provider agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the provider agrees to comply with any implementing requirements FTA may issue.
- c. The provider also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**12. BREACHES AND DISPUTE RESOLUTION - 49 C.F.R. Part 18, FTA Circular 4220.1F**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of **GRTA's** Executive Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the provider mails or otherwise furnishes a written appeal to **GRTA's** Executive Manager. In connection with any such appeal, the provider shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of **GRTA's** Executive Manager shall be binding upon the provider and the provider shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by **GRTA**, the provider shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between **GRTA** and the provider arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which **GRTA** is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by **GRTA** or provider shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**13. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS - 49 U.S.C. § 5310, § 5311, and § 5333, 29 C.F.R. Part 215 Transit Employee Protective Provisions:**

- a. The provider agrees to comply with applicable transit employee protective requirements as follows:
  - 1) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the provider agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The provider agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

**2) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas** - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the provider agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

b. The provider also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

**14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) - 49 C.F.R. Part 26**

**Disadvantaged Business Enterprises:**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.62 % (\$113,460.00) for FY 2015-2017.

b. The provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as GRTA deems appropriate. Each subcontract the provider signs with a subcontractor must include the assurance in this paragraph (*see 49 CFR 26.13(b)*).

b. The successful offeror is required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid prior to award:

1) The names and addresses of DBE firms that will participate in this contract;

2) A description of the work each DBE will perform;

3) The dollar amount of the participation of each DBE firm participating;

4) Written documentation of the offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

5) Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

6) If the contract goal is not met, evidence of good faith efforts to do so.

The successful offeror must present the information required above as a matter responsiveness prior to contract award (*see 49 CFR 26.53(3)*).

d. The provider is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the provider's receipt of payment for that work from the GRTA. In addition, from the receipt of a written notice stating that the subcontractor's work is satisfactorily completed, the prime provider must promptly return retainage payments to each contractor within thirty (30) calendar days. Any delay or postponement may occur only for good cause, following a written approval by GRTA. If the prime provider fails to comply with the above time frame, the prime provider will be charged with penalties amounting to the prevailing Guam interest rate plus any expenses incurred in the processing of late payment.

e. The provider must promptly notify GRTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The provider may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of GRTA.

**15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS - FTA Circular 4220.1F**

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the bid invitation documents or the resulting contract. The provider shall not perform any act, fail to perform any act, or refuse to comply with any **GRTA** requests which would cause **GRTA** to be in violation of the FTA terms and conditions.

**16. AMERICANS WITH DISABILITIES ACT (ADA) - 49 CFR Parts 37 and 38**

**Americans with Disabilities Act** - The provider agrees to comply with all applicable subparts of 49 CFR Part 37 - Transportation Services for Individuals with Disabilities and 49 CFR Part 38 - Accessibility Specifications for Transportation Vehicles.

**17. CHARTER BUS REQUIREMENTS - 49 U.S.C. 5323(d) and 49 CFR Part 604**

**Charter Service Operations** - The provider agrees to comply with 49 U.S.C. 5323 (d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**18. SCHOOL BUS REQUIREMENTS - 49 U.S.C. 5323 (F) and 49 CFR Part 605**

**School Bus Operations** - Pursuant to 49 U.S.C. 5323 (f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

**19. DEPARTMENT OF LABOR REQUIREMENTS - Provider agrees to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by *Department of Labor regulations (29 C.F.R. part 5)*.**

# ATTACHMENT C1

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT) – 49 C.F.R. Part 29, Executive Order 12549

**Suspension and Debarment** - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. ***By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:***

***The certification in this clause is a material representation of fact relied upon by the GRTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to GRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.***

**LOBBYING** - 31 U.S.C. 1352, 49 C.F.R. Part 19 & 49 C.F.R. Part 20

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** – contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to GRTA.

**Acknowledgement of Receipt:**

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**ATTACHMENT C2**

**CERTIFICATION REGARDING LOBBYING –APPENDIX A, 49 C.F.R. PART 20**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [ \_\_\_\_\_ ] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
  
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the provider understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**Attachment D**

**Release of Information Form  
49 CFR Part 40 Drug and Alcohol Testing**

**Section I. To be completed by the new employer, signed by the employee, and transmitted to the previous employer:**

Employee Printed or Typed Name: \_\_\_\_\_

Employee SS or ID Number: \_\_\_\_\_

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in *Section I-B*, to the employer listed in *Section I-A*. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in *Section II-A* by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**I-A.**

New Employer Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Designated Employer Representative: \_\_\_\_\_

**I-B.**

Previous Employer Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Designated Employer Representative (if known): \_\_\_\_\_

**Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:**

**II-A.** In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing ~

- |   |                        |
|---|------------------------|
| 1. Did the employee have alcohol tests with a result of 0.04 or higher?                                   | YES ___ NO ___         |
| 2. Did the employee have verified positive drug tests?  | YES ___ NO ___         |
| 3. Did the employee refuse to be tested?  | YES ___ NO ___         |
| 4. Did the employee have other violations of DOT agency drug and alcohol testing regulations?             | YES ___ NO ___         |
| 5. Did a previous employer report a drug and alcohol rule violation to you?                               | YES ___ NO ___         |
| 6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? | N/A ___ YES ___ NO ___ |

*O/E: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6 you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).*

**II-B.**

Name of person providing information in *Section II-A*: Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment E

**POLICY and PROCEDURE**  
**EFFECTIVE**

**NOVEMBER 05, 2012**

Approved by the Board of Directors on August 30, 2012

Government of Guam



86-92

**Policy on: Origin to Destination Service**

Policy Statement: Drivers/operators engaged in GRTA service will assist passengers from the door of their point of origin to the entry of their destination on an as needed basis

Schedulers will inquire of customers at the time of reservation if they require any special accommodations.

**Procedural Guidelines:**

1. GRTA paratransit service is a curb-to-curb service, but is delivered origin to destination when a barrier prevents an eligible individual from accessing the curb.
2. Origin to destination service shall include the foyer or lobby of a first floor business, store, or other establishment that might offer shelter or protection for a waiting passenger.
3. Drivers may not enter a passenger's residence.
4. Drivers are not required to bring a passenger in a wheel chair down steps.
5. Dependent on need, drivers may assist a passenger waiting at the bottom of a staircase.
6. Drivers are not required to act as personal care attendants, baby sitters, or to provide any medical services.
7. The driver shall leave his/her seat and assist a rider in boarding or de-boarding when the assistance is needed.
8. During boarding or de-boarding, the vehicles may remain running and in park as long as the vehicle remains within direct observation.
9. If the driver must at any time travel outside the eyesight of the vehicle, the vehicle must be secured (engine off or locked).

**Consequences:**

Failure of the driver to comply with the terms of this policy may result in disciplinary action up to and including suspension or dismissal.

**Policy on: Subscription Service**

**Policy Statement:** Subscription service may be provided by the Contractor, provided, the Cardholder meets the qualification criteria set forth;

1. Trip purpose shall be exclusively for medical, employment, education or day care.
2. An eligible pattern of routine trips is established over a 30 day period.
3. Riders are allowed to travel with one (1) Personal Care Attendant (PCA) and one companion accompanying a Cardholder.
4. A Cardholder requesting subscription service shall not be prevented from requesting non-subscription service.

Cardholders may have subscription service suspended if routine changes are made to the subscription destination.

The GRTA Board of Directors may limit and reduce the qualified purpose of travel when capacity constraints exist.

**Procedural Guidelines:**

1. Frequent or routine changes (20%) to a subscription destination within a 30-day period invalidates the eligibility for subscription service, resulting in the rides being removed from subscription service. The cardholder may request restoration of subscription service after a thirty (30) day pattern of trips is re-established.
2. Riders shall advise Schedulers of seating space for an accompanying PCA or companion.
3. Subscription rides may request up to a three (3) month seasonal suspension of subscription service for such reasons as employment breaks or off island travel. Upon return, ride may renew subscription service without establishing a thirty (30)-day pattern, providing such service meets all established guidelines.
4. Subscription service shall not exceed a level of 50% for each hour of service unless there are no capacity constraints and all requested rides are guaranteed. Call in riders shall have equal access to services.

**Consequences:**

1. Failure to maintain proper subscription levels in balance with capacity constraints may result in financial penalty to a contracted provider.
2. Failure of the cardholder to maintain routine subscriptions destinations of 80% within thirty (30) day period invalidates eligibility of subscription service, resulting in the rides being removed form subscription Service.

**Policy on: Scheduled Ride Cancellation**

**Policy Statement:** Trip cancellations are the responsibility of the rider and shall be made at least one (1) hour prior to the scheduled pick-up time. If the trip is not canceled at least one (1) hour before the scheduled pick-up time, the cardholder may be considered a "No-Show" unless the circumstances are beyond the riders control.

**Procedural Guidelines:**

1. Riders are responsible for canceling their trips.
2. If multiple trips are scheduled, the rider must cancel each trip separately.
3. If a Cardholder is unable to request and/or cancel service due to the person's disability, an individual or sponsoring agency responsible for the Cardholder may do so on behalf of the Cardholder by proving trip information and the ADA Paratransit Rider Card number.
4. Facsimile or electronic requests are accepted, provided the requestor has a contact number.
5. Late Cancellations may be considered a No-Show if operationally, they have negative impact on service equivalent to a No-Show, with the exception of circumstances beyond the riders control.
6. Cancellations after the close of business on the day before the service day are not functional equivalents of a No-Show.
7. Accommodation shall be made to allow individuals with trips scheduled in the early morning not to be penalized if they are unable to cancel a ride in a timely way because cancellation calls are not taken early enough before their scheduled trip.

**Consequences:**

1. Failure of a rider to cancel trips within an hour of the scheduled pick-up time will result in counting the ride as a late Cancellation.
2. Late Cancellations may count towards the No-Show policy.

**Policy on: No-Shows**

**Policy Statement:** Customers with a pattern or practice of No-Shows, missed trips within their control, shall be subject to temporary suspension of service. Missed trips beyond the customer's control are excused and shall not be counted towards a No-Show pattern.

**Procedural Guidelines:**

1. Upon operator report of a No-Show, the dispatcher will attempt to contact the customer during the wait window to determine the reason for the No-Show.
2. It is the responsibility of the customer to provide the scheduler/dispatcher with a current phone contact number.
3. A pattern or practice is established when No-Shows exceed the system average per thirty (30) ay period.
4. The GRTA will determine an acceptable rate for the average customer, disregarding infrequent users, those with fewer than ten (10) trips per month.
5. No-Shows occur when all of the following occur:
  - The customer has scheduled ADA paratransit service.
  - The customer has not cancelled the scheduled trip one or more hours before the scheduled pick-up time.
  - The paratransit vehicle has arrived at the scheduled pick-up point within the specified pick-up window.
  - The driver has waited at least five (5) minutes beyond the scheduled pick-up time or five (5) minutes beyond the arrival time if the ride arrives later than the scheduled pick-up time and the customer failed to appear to board the vehicle.
  - The driver cannot reasonable see the customer approaching the vehicle, the exception being door-to-door, origin to destination service.
6. Excused No-Shows beyond the Customers control include:
  - Customer illness
  - Family emergency. Death, illness of family member, or other emergency
  - Mobility aid failure
  - Late transit connection
  - Appointment cancellation/delay beyond the control of the Customer
  - Adverse weather
  - Acts of God
  - Operation/staff error

7. Unexcused No-Shows include:

- Customer didn't want to travel
- Customer change mind about using appointment.
- Customer was unaware that a ride was scheduled.
- Customer was unaware that a cancellation was required.
- Customer got another ride.
- Customer told someone other than the provider that customer was not taking the ride
- Customer does not want to ride with a specific driver, passenger, or vehicle.

8. Riders who experience late drop-offs that closely coincide with return pick-up times, may call dispatch and reschedule a later pick-up time without concern for the application of a no-show count or penalty.

**Consequences:**

1. Customers who exceed a No-Show percentage of 15% within a rolling thirty (30) day period, shall be advised verbally and shall receive a warning letter with a copy of the No-Show policy and the right to appeal.
2. When the No-Show percentage equal or greater than 20% within 6 months of the last suspension, will result in the following length of suspension.
  - a. Second occurrence 5 days\*
  - b. Third occurrence 10 days\*
  - c. Fourth occurrence 15 days\*
  - d. Fifth occurrence 20 days\*
  - e. Sixth occurrence 25 days\*
  - f. Seventh and beyond 30 days\*

\*consecutive operational days



In an effort to improve our services to the public, Guam Regional Transit Authority (GRTA) is providing the community with changes to its policy and procedures in accordance with Local and Federal Guidelines and the American with Disabilities Act.

(ADA).

Copies of this brochure are available in large print and other accessible format upon request.

**GUAM REGIONAL TRANSIT AUTHORITY  
GOVERNMENT OF GUAM**

1<sup>st</sup> Floor  
Manual F.L. Guerrero Building  
212 Aspinal Avenue  
Hagatna, Guam 96910

P.O. Box 2896  
Hagatna, Guam 96932  
Phone: 671 – 475-4686  
Fax: 671 – 475-4600

Website: [www.grta@guam.gov](http://www.grta@guam.gov).

# ATTACHMENT F

## SAMPLE OF NTD REPORT

NTD ID: BR05    Agency Name: Government of Guam - Guam Regional Transit Authority    Report: RY 2013 Working Data  
 Form Name: Agency Identification (RU-10)

[Add Form Note](#)

**01 Agency Identification Information**

<b>Agency name*</b>	Government of Guam - Guam Regional Transit Authority	<b>Report Year End Date</b>	9/30/2013
<b>Mailing address line 1*</b>	P. O. Box 2896		
<b>Mailing address line 2</b>		<b>P.O. Box</b>	2896
<b>City*</b>	Hagatna		
<b>State*</b>	GU	<b>Zip code* (ex: 22222)</b>	96932 - 2896
<b>URL (ex:www.uri.com)</b>	www.grta.guam.gov	<b>FTA recipient ID</b>	1641
<b>Agency acronym</b>	GRTA		

**02 Director of the Transit Unit**

<b>Honortific* (ex: Mrs, Capt, etc.)</b>	Mr.	<b>Initial</b>	P	<b>Last name*</b>	Cabana
<b>First name*</b>	Rudy				
<b>Professional title*</b>	Interim Executive Manager				
<b>Mailing address line 1*</b>	P. O. Box 2896	<b>P.O. Box</b>	2896		
<b>Mailing address line 2</b>		<b>State*</b>	GU	<b>Zip code* (ex: 22222)</b>	96932 - 2896
<b>City*</b>	Hagatna	<b>Ext. (ex:1234)</b>		<b>Fax* (ex: (555) 123-4567)</b>	(671)475-4600
<b>Phone* (ex: (555) 123-4567)</b>	(671)475-4616	<b>Ext. (ex:1234)</b>			
<b>Alternative Phone (ex: (555) 123-4567)</b>					
<b>Email* (ex: ntd.user@ntdprogram.gov)</b>	rudy.cabana@grta.guam.gov				

**03 Rural Contact**

<b>Honortific* (ex: Mrs, Capt, etc.)</b>	Mr.	<b>Initial</b>	M	<b>Last name*</b>	Pilipina
<b>First name*</b>	Rally				
<b>Professional title*</b>	Program Coordinator IV-Federal Programs Administrator				
<b>Mailing address line 1*</b>	P. O. Box 2896	<b>P.O. Box</b>	2896		
<b>Mailing address line 2</b>		<b>State*</b>	GU	<b>Zip code* (ex: 22222)</b>	96932 - 2896
<b>City*</b>	Hagatna	<b>Ext. (ex:1234)</b>		<b>Fax* (ex: (555) 123-4567)</b>	(671)475-4600
<b>Phone* (ex: (555) 123-4567)</b>	(671)475-4620	<b>Ext. (ex:1234)</b>			
<b>Alternative Phone (ex: (555) 123-4567)</b>					
<b>Email* (ex: ntd.user@ntdprogram.gov)</b>	rally.pilipina@grta.guam.gov				

NTD ID: 9R05 Agency Name: Government of Guam - Guam Regional Transit Authority Report: RY 2013 Working Data  
 Form Name: Rural General Public Transit Service (RU-20)

[Add Form Note](#)

**01 Subrecipient Basic Information**

<b>Subrecipient legal name*</b>		Government of Guam-Guam Regional Transit Authority	<b>Subrecipient ID</b>	9R05-001
<b>Mailing address line 1*</b>		P. O. Box 2896	<b>Report Year End Date*</b>	09/29/2013
<b>Mailing address line 2</b>			<b>Agency Type*</b>	Public Agency(Not a State DOT or Tribal)
<b>City*</b>	Hagatna		<b>P.O. Box</b>	2896
<b>State*</b>	GU		<b>County*</b>	Hagatna and 18 additional villages (counties)
<b>Subrecipient acronym</b>	GRTA		<b>Zip code*</b>	96932 - 2896( ex: 2222-2222)
<b>URL (website address)</b>		www.grta.guam.gov		

Is this RU-20 form for an Indian Tribe? Yes  No

**02 Subrecipient Contact Information**

<b>Subrecipient contact person</b>	<b>First name*</b> Rally	<b>Middle Initial</b> M	<b>Last name*</b> Piliplina
<b>Phone ((555)123-4567)*</b>	(671)475-4620 EXT.		

**03 Service Area\*** Multi County/Independent City

**04 Modes (check all that apply)\***

- Bus**
- If Bus, is service deviated fixed route or fixed-route only? Fixed Route
- Aerial Tramway**
- Bus Rapid Transit**
- Commuter Bus**
- Demand Response**
- Ferryboat**
- Taxi**
- Vanpool**
- Other**

Financial information	a		b
	Operating		Capital
05 Total Annual Expenses	2,779,000		10,699
<b>Sources of Revenue Funds Expended</b>			
06 Fares revenues	186,336		0
07 Contract revenues	0		0
08 Local funds	0		0
09 State funds	2,098,394		0
<b>Federal Assistance</b>			
10 a FTA Capital Program funds (§5309)	0		10,699
10 b FTA Special Needs of Elderly Individuals and Individuals with Disabilities Formula Program funds (§5310)	0		0
10 c FTA Other than Urbanized Area Formula funds (§5311)	494,270		0
10 d FTA Tribal Transit funds (§5311)	0		0
10 e ARRA Other than Urbanized Area Formula funds (§5311)	0		0
10 f ARRA Tribal Transit funds (§5311)	0		0

10 g	FTA Job Access and Reverse Commute Formula Program funds (§5316)	0	0
10 h	FTA New Freedom Program funds (§5317)	0	0
10 i	FTA Alternative Transportation in Parks and Public Lands Program funds (§5320)	0	0
10 j	ARRA TIGGER (Greenhouse Gas and Energy Reduction)	0	0
10 k	Other FTA funds	0	0
10 l	Other Federal funds	0	0
11	Total Federal Assistance	494,270	10,699
11 a	Other Funds	0	0
12	Total Annual Revenues Expended	2,779,000	10,699

**13 Asset & Resource Information**      a      b      c      d      e      f      g      h

**Vehicles**

Revenue Vehicle Inventory ID Number	Number of Vehicles in Total Fleet	Vehicle Type	Vehicle Length	Seating Capacity	Year of Manufacture	Largest Source of Funding for Purchase / Lease of Vehicles	Number of ADA Accessible Vehicles in Fleet	Ownership Code	Delete
00001	1	BU	31.0	28	1997	Private	1	Owned By Service Provider	<input type="checkbox"/>
00003	1	BU	29.0	28	1997	Private	1	Owned By Service Provider	<input type="checkbox"/>
00004	1	CU	25.0	14	2008	Private	1	Owned By Service Provider	<input type="checkbox"/>
00005	1	BU	28.0	26	2002	Private	1	Owned By Service Provider	<input type="checkbox"/>
00006	1	BU	29.0	20	1998	Private	1	Owned By Service Provider	<input type="checkbox"/>
00007	3	CU	25.0	18	1996	Private	3	Owned By Service Provider	<input type="checkbox"/>
00008	1	BU	29.0	20	1998	Private	1	Owned By Service Provider	<input type="checkbox"/>
00009	1	BU	29.0	24	1997	Private	1	Owned By Service Provider	<input type="checkbox"/>
00010	1	CU	25.0	18	2002	Private	1	Owned By Service Provider	<input type="checkbox"/>
00011	2	BU	29.0	20	1995	Private	2	Owned By Service Provider	<input type="checkbox"/>
00012	1	BU	26.0	20	1998	Private	1	Owned By Service Provider	<input type="checkbox"/>
00014	4	BU	29.0	20	1998	Private	4	Owned By Service Provider	<input type="checkbox"/>
00015	2	BU	31.0	29	1989	Private	2	Owned By Service Provider	<input type="checkbox"/>
00016	1	BU	31.0	30	1988	Private	1	Owned By Service Provider	<input type="checkbox"/>
00021	1	BU	36.0	35	1996	Private	1	Owned By Service Provider	<input type="checkbox"/>
00024	1	CU	25.0	20	1997	Private	1	Owned By Service Provider	<input type="checkbox"/>
00025	3	BU	31.0	28	1997	Private	3	Owned By Service Provider	<input type="checkbox"/>
00026	1	CU	25.0	18	1996	Private	1	Owned By Service Provider	<input type="checkbox"/>
14 Total	27						27		

Facilities	a	b	c	d	e
	Owned by Service Provider	Owned by Public Agency for Service Provider	Leased by Public Agency for Service Provider	Leased by Service Provider	Total
15 Number of general purpose maintenance facilities	3	0	0	0	3

**Other Resources**

	a
16 Number of volunteer drivers	0
17 Number of personal vehicles in service	0

**Service Data**      a      b      c      d      e      f      g

Annual      Regular      Sponsored

	<b>Vehicle Revenue Miles</b>	<b>Vehicle Revenue Hours</b>	<b>Unlinked Passenger Trips</b>	<b>Unlinked Passenger Trips</b>	<b>Total Trips</b>
18a Bus	691,612	19,760	162,329		162,329
18c Demand Response	599,490	19,983	41,534	0	41,534
19 Total	1,291,102	39,743	223,863	0	223,863

---

<b>Safety Data</b>	<b>a</b>
20 Reportable Incidents	1
21 Fatalities	0
22 Injuries	0

**Counties Served**

a	Number of <u>counties</u> statewide	19
b	Number of counties with § 5311 service	19

**Administrative Costs**

c	§5311 Expended on State Admin	75,741
---	-------------------------------	--------

**General Public Transit Service RU-20**

**Financial Information**

	a	b
	Operating	Capital
<b>05 Total Annual Operating Expenses</b>	2,779,000	10,699
<b>Sources of Operating Revenue Expended</b>		
06	Fare revenues	186,336
07	Contract revenues	0
08	Local funds	0
09	State funds	2,098,394
<b>Federal Assistance</b>		
10 a	FTA Capital Program funds (§5309)	0
10 b	FTA Special Needs of Elderly Individuals and Individuals with Disabilities Formula Program funds (§5310)	0
10 c	FTA Other than Urbanized Area Formula funds (§5311)	494,270
10 d	FTA Tribal Transit funds (§5311)	0
10 e	ARRA Other than Urbanized Area Formula funds (§5311)	0
10 f	ARRA Tribal Transit funds (§5311)	0
10 g	FTA Job Access and Reverse Commute Formula Program funds (§5316)	0
10 h	FTA New Freedom Program funds (§5317)	0
10 i	FTA Alternative Transportation in Parks and Public Lands Program funds (§5320)	0
10 j	ARRA TIGGER (Greenhouse Gas and Energy Reduction) Program funds	0
10 k	Other FTA funds	0
10 l	Other Federal funds	0
<b>11 Total Federal Assistance</b>	494,270	10,699
11 a	Other funds	0
<b>12 Total Annual Revenues Expended</b>	2,779,000	10,699

**Asset / Infrastructure Information**

**Vehicles**

	a	b	c	d	e	f	g
	Number of Vehicles in Total Fleet						Number of ADA Accessible Vehicles in Fleet
<b>14 Total Facilities</b>	27						27

**Facilities**

	Owned by Service Provider	Owned by Public Agency for Service Provider	Leased by Public Agency for Service Provider	Leased by Service Provider	Total	
15	Number of general purpose maintenance facilities	3	0	0	0	3

**Other Resources**

	a	
16	Number of volunteer drivers	0
17	Number of personal vehicles in service	0

<b>Service Data</b>	<b>a</b>	<b>c</b>	<b>d</b>	<b>e</b>	<b>g</b>
	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Regular Unlinked Passenger Trips	Sponsored Unlinked Passenger Trips	Total Trips
<b>19 Total</b>	1,291,102	39,743	223,663	0	223,663

<b>Safety Data</b>	<b>a</b>
20 Reportable incidents	1
21 Fatalities	0
22 Injuries	0

**Intercity Bus RU-21**

<b>Financial Information</b>	<b>a</b>
<b>Federal Operating Assistance</b>	
10 c.1 (§5311) grants for planning and capital expenses	
10 c.2 (§5311) grants for operating expenses and provision of trips	
10 c.3 ARRA (§5311) grants for planning and capital expenses	
10 c.4 ARRA (§5311) grants for operating expenses and provision of trips	

<b>Service Data</b>	<b>a</b>	<b>b</b>	<b>c</b>	<b>d</b>	<b>e</b>	<b>f</b>	<b>g</b>
		5311 Intercity Bus Vehicle Revenue Miles				5311 Intercity Bus Unlinked Passenger Trips	
<b>18h Total Intercity Bus</b>							

**Rural Recipient Reporting Separately RU-22**

<b>Financial Information</b>	<b>a</b>	<b>b</b>
	Operating	Capital
06 Fare revenues		
08 Local funds		
09 State funds		
10 c FTA Other than Urbanized Area Formula funds (§5311)		
10 d FTA Tribal Transit funds (§5311)		
10 e ARRA Other than Urbanized Area formula funds (§5311)		
10 f ARRA Tribal Transit funds (§5311)		
10 l Other Federal funds		
11 a Other funds		

**Urban Recipient RU-23**

<b>Financial Information</b>	<b>a</b>	<b>b</b>
	Operating	Capital
06 Fare revenues		
08 Local funds		
09 State funds		
10 c FTA Other than Urbanized Area Formula funds (§5311)		
10 d FTA Tribal Transit funds (§5311)		
10 e ARRA Other than Urbanized Area formula funds (§5311)		
10 f ARRA Tribal Transit funds (§5311)		
10 l Other Federal funds		
11 a Other funds		

ITEM NO.	DESCRIPTION	QTY.	UOM	MONTHLY PRICE	PRICE EXTENSION
1.1	Management and Operations Of the Guam Public Transit System <u>"Fixed Route Services"</u>	12	Mos.	\$ _____	\$ _____

**BID BOND MUST BE COMPLETED AND SUBMITTED IN THE ENVELOPE LABELED "BID COST"**