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November 19, 2014

Invitation for Bid GSA-109-14
FLEET FUEL TRACKING SYSTEM

AMENDMENT #5

1. Amend to change "Bid Submission" date from: November 21, 2014 at 10:00 a.m. to now read: December 05, 2014 at 10:00 a.m.

2. Amend to change "Description" on pages 1, 2, 3, and 7 to the following:

From:	To Now Read:
<u>DESCRIPTION</u>	<u>DESCRIPTION</u>
FLEET FUEL TRACKING SYSTEM	FLEET TRACKING SYSTEM

3. Amend to change on page 3 of the "Multi-Step Bid" the following:

From:
REQUIRED DELIVERY DATE: Implementation 30 Days Upon Receipt of Purchase Order. For a period of One (1) year with an Option to renew for Two (2) Additional years Upon the availability of funds.

To Now Read:
REQUIRED DELIVERY DATE: Implementation 30 Days Upon Receipt of Purchase Order. For a period of One (1) year with an Option to renew on a year to year basis for Four (4) Additional years Upon the availability of funds.

4. Amend to change on page 22 under the "General Terms and Conditions" to the following:

From:
 7. "ALL OR NONE" BIDS: NOTE: By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis.

To Now Read:
 7. "ALL OR NONE" BIDS: NOTE: By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis.

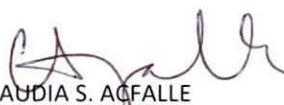
5. Amend the following verbiage on page 3 of the "MULTI-STEP Invitation for Bid"

From:
Each bidder shall submit one original and three copies of the technical bid no later than no later than **9/29/14 at 10:00 AM**. The technical bids (one original and four 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.**

To now read:
Each bidder shall submit **one original and three copies** of the technical bid no later than no later than **9/29/14 at 10:00 AM**. The technical bids (**one original and three 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.**

6. Amend to replace pages 28 through 34 with the "Revised" pages 28 through 34 (attached)

All others remains unchanged.


CLAUDIA S. ACFALLE
Chief Procurement Officer

Section V – GSA’s Responsibilities

- A. GSA shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by GSA on any aspect of the work shall be directed to the project manager.
- B. GSA shall review submittals by the Bidder and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delays in the progress of the Bidder’s work. GSA will keep the Bidder advised concerning the progress of GSA’s review of the work. The Bidder agrees that GSA’s inspection, review, acceptance or approval of Bidder’s work shall not relieve Bidder’s responsibility for errors or omissions of the Bidder or its sub-contractor(s).
- C. Unless included in the Bidder’s Services as identified in Section I, GSA shall furnish the Bidder gratis available GSA data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

Section VI – Invoicing and Payment Terms & Conditions

All invoices shall include supporting documents must be reviewed and approved by GSA Project Manager prior to invoice submittal for charges. All invoices will be paid net thirty (30) days from date invoice is received at the GSA Accounting Department. Payment shall be made using a method agreed upon by the GSA and the Bidder.

Section VII – Termination

The Chief Procurement Officer may, when the interest of GSA so require, terminate this Contract for convenience or abandon any portion of the Project for which services have not been performed by the Bidder, upon fourteen (14) days written notice delivered to Bidder personally or by certified mail at the address provided.

Immediately after receiving such notice, the Bidder shall discontinue advancing the services under this contract and proceed to close said operations under this Contract. The Bidder shall appraise the services it has completed and submit an appraisal to GSA for evaluation. GSA shall have the right to inspect the Bidder’s work to appraise the services completed.

Bidder shall deliver to GSA all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Bidder under the Contract, entirely or partially completed, together with all unused materials supplied by GSA.

In the event of such termination or abandonment, the Bidder shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses incurred.

If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the Bidder based upon the scope of work, and shall be agreed upon mutually by the Bidder and GSA. However, in no event shall the fee exceed the sum set forth in this Contract.

GSA shall make final payment within thirty (30) days after the Bidder has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this Contract is terminated, GSA shall have the option of completing the work, or entering into a Contract with another party for the completion of the work according to the provisions and agreements herein.

Section VIII – Changes

GSA may at any time, by written order, make any changes or deletions in the services to be performed hereunder. If such changes or deletions cause an increase or decrease in the cost of doing work under this Contract, or in the time required for this performance, an equitable adjustment shall be made as agreed to by the parties and the Contract shall be modified in writing accordingly.

Section IX – Assignment of Contract

Bidder may not assign this Contract, or any sum becoming due to under the provisions of this Contract, without the prior written consent of GSA.

Section X – Force Majeure

Neither party shall be liable for any delay in meeting or failure to meet its obligations under this Contract due to a force majeure.

Section XI – Taxes

The Bidder shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. GSA shall have no tax liability under this Contract. Specific information on taxes may be obtained from the Department of Revenue and Taxation.

Section XII - Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of Guam.

Section XIII – Supplemental Contract Provisions

The supplemental contract provisions to this Contract are attached hereto and incorporated herein by reference as if fully set forth.

Section XIV – Indemnification

The Bidder shall indemnify and hold GSA harmless from any claim, liability or product liability, loss, damage, demand, cause of action or suit, expense or reasonable fee of legal counsel arising out of or in connection with the goods or services the Bidder provides.

Section XV – Disputes

All controversies between GSA and the Bidder which arise under, or are by virtue of this Contract and which are not resolved by mutual agreement shall be resolved under Guam Procurement Law and the Government Claims Act, and pursuant to the laws of Guam.

Section XVI – Release of Information

The Bidder shall not release any information, including the contract price, concerning this project or any part thereof in any form, including advertising, news releases, or professional articles, without written permission from GSA.

Section XVII – Insurance

The Bidder shall not commence work under this Contract until he has obtained reasonable insurance for Auto Liability and Worker's Compensation and Employer's Liability up to the statutory limits. The Bidder shall maintain all insurance required during the course of the work.

Section XVIII – Equal Employment Opportunity

Section 3.01 of the Executive Order 10935 dated March 07, 1965 requires the Bidder not to discriminate against an employee or applicant for employment because of race, creed, color or national origin. The Bidder will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to race, creed, color or national origin.

Section XIX – American Disabilities Act

If requested, the Bidder must meet all ADA regulations and requirements.

Section XX – Prohibition Against Gratuities, Kickbacks, and Favors

Chapter 5 GCA §5630 (c) prohibits against gratuities, kickbacks, and favors to the Territory.

Section XXI – Restriction Against Convicted Sex Offenders

Chapter 5 GCA §5253 (b) restricts the Bidder against employing convicted sex offenders from working at Government of Guam venues. It states:

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of conviction.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, and the Bidder warrants that the person who is signing this Contract on behalf of the Bidder is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

Section XXII – Scope of Service

1.1 General Information:

The General Services Agency (GSA) is soliciting bids for services from qualified firms for implementation of Fleet Tracking Services. The successful bidder shall demonstrate the capability of supplying quality and dependable equipment and services to meet GSA's needs. Bidders shall provide a complete package for GSA vehicle tracking; and

2.1 Project Information and Background:

GSA will implement electronic tracking of government of Guam vehicles and reporting of vehicle activities. This will allow GSA management to improve vehicle accountability and reduce fleet management costs. The project shall be executed in phases to test the effectiveness of the service. The goals of the project are as follows:

- Improve customer service and operational efficiencies
- Improve theft recovery
- Provide performance measurements such as vehicle utilization, vehicle availability, and efficiency, etc.
- Monitor and report on key performance indices for fleet management.

Software must be a SECURE web-based application that can be accessed from any PC 24 hours, 7 days a week. It also must be accessible via mobile phone or tablet. See below for required features and functions of software:

Service and Maintenance data to include date of next service due, record of services done, total cost of services per vehicle, price guide for services to be provided to the Chief Procurement Officer. Send a notification to specified users about Registration & Insurance is up for renewal. Indicate vehicles operational status, such as in repair, down, or functioning.

Recognize and Alert for Behavioral Events such as over speeding, idling, acceleration, deceleration, accident (severe deceleration event), ignition on and off, system connect and disconnect, geo-fencing, device tampering, and fuel tampering/theft.

Receive specified Alerts via Email Notifications or Pop-Up Notifications on Website Application

Multiple data specific reporting to include individual trip data by vehicle, individual trip data by driver, vehicle fuel consumption, distance traveled by vehicle, distance traveled by driver, summary reports of all by group description, service/maintenance history, vehicle usage (how often vehicles are being utilized). Reports should *have the ability* to be exported to Excel or Adobe PDF and can be scheduled to automatically be generated and emailed.

Trip Data to indicate vehicle identification (nickname & license plate) date, time, drive duration, vehicle operation, detailed speed information, detailed idling information, distance, fuel consumption cost, and trip destination.

Able to view a mapped trip history showing graphs and individual data transmissions of the routes if each vehicle/equipment; by hours, days or months; from onset of tracking.

Interactive Map features to include Location to Destination Navigation for Dispatch which gives Turn-by-turn Directions from Point A to Point B; Geo-Fence zones, areas or points of interests to indicate time of entry, time of exist, and total time spent in zone or area; Create fixed routes and assign to specific drivers or vehicles.

Ability to view multiple map layers and request to customize certain map layers.

Identify actual operator (driver) of a vehicle to show what vehicle each operator utilizes. Input detailed driver information such as full name, driver's license number and expiration, address, contact number, email, and be capable of attaching documents to the driver's information.

Determine Weekly Hours driven by each driver or set parameters of certain hours a driver can utilize the vehicle and notify when Driver's License is up for renewal.

Input detailed vehicle information such as license plate number, make, model, year, color, vehicle nickname, Vin No., vehicle type, fuel type, reminders, and be capable of attaching documents to the vehicle information. Synchronize vehicle odometer to system odometer reading.

View Virtual Dashboard Gauges that can show speed, heading, odometer, fuel level of the vehicle, and engine hours.

Be able to send commands to a device from the software application in which the device responds with data or action required by the command sent should be able to send a command to disable vehicles before ignition on or after shutdown.

Allow for 50 user accounts (minimum) with specific levels of access to be determined by the Chief Procurement Officer.

Divide or organize Vehicles and Drivers into specific groups/Divisions to coincide with user account levels.

Record and report vehicle identification mileage, engine hours, driver/operator, and fuel consumption of a vehicle.

Real-Time tracking of all vehicles with real-time updates, both vehicle and driver specific; Able to locate and view vehicles around specified point on a map.

Services should include training for usage of the software application that can be carried out at appointment time requested, which can be anytime Monday through Friday from 8:00 a.m. to 5 p.m.; LOCAL support if any users or operators experience any problems, have any concerns or request assistance with software application and/or its features.

3.1 General Statement of Required Services and Deliverables:

A. Bidder shall include the following services:

- (1) Seamless Software Integration: Provide a complete web-based application to display and manage data compiled from fleet management products.
- (2) Provide the following data fields: customer ID, vehicle ID, operating time counter, odometer, fuel ID tag, battery voltage indication and date.
- (3) Enable location of vehicles at any time.
- (4) Enable GSA to see its entire fleet on a single map and provide zoom-in capability to single vehicles.
- (5) Provide a web based interface to enable GSA to monitor vehicles from any PC connected to the Internet (must support Microsoft Internet Explorer 8).
- (6) Provide vehicle mileage reports.
- (7) Monitor driving behavior, real-time tracking of traveling, stopping, idling, and time spent at locations.
- (8) Ability to create Geographical Boundaries (GeoFences) that show when vehicles enter or exit areas in real-time
- (9) Provide real-time automated vehicle alerts sent to GSA's Chief Procurement Officer or his/her designee via email or text message.
- (10) Provide reporting features to allow the Chief Procurement Officer or his/her designee to generate custom reports about stops, exceptions, mileage, and reports on other relevant information.
- (11) Provide maintenance reports including mileage and idle calculations.
- (12) Provide data files and reports saved to MS EXCEL, CSV, PDF file formats.
- (13) Provide vehicle theft recovery capability that allows online vehicle tracking.
- (14) Ability to "ping" devices between standard updates.
- (15) Ability to interface tracking system using REV TAX TAXMAP layers & System. Bidder must work with RevTax TAXMAP vendor. All cost to interface is the responsibility of the Bidder.
- (16) One Year Service and Maintenance Warranty.

4.1 Additional Requirements:

- A. Provide product information including product descriptions, photos, drawings, and diagrams.
- B. Provide the name, title, and contact information for the person authorized to represent your firm in this IFB process.
- C. Provide Company Narrative in which the proponent shall briefly state the firm's history and organizational structure and shall provide a brief description of the firm's background and experience inside and outside the continental USA.
- D. Provide documentation of installation and use of the proposed product. Bidder shall furnish a list of at least five recent or current projects with similar scopes as this project. The name of the contact person, address, and telephone number of the customer served by the company and a brief description of the project shall be provided. Include information on successful projects completed, if any.
- E. Provide documentation of certifications your firm has obtained.
- F. Technical proposal shall include information on maintenance services provided along with maintenance requirements for each component.
- G. Provide details on how your firm provides equipment and software training, conducts customer services, and handles customer complaints and disputes.
- H. Bidders must provide oral presentation of the product offered at GSA site as part of this bid requirement. The presentation shall be scheduled by the GSA.

Section XXIII - Evaluation Criteria

Technical Proposals will be evaluated based on the following criteria:

Criteria	Points
Past performance and experience of the firm and technical competence in this type of Service	25%
Compliance with IFB requirements	15%
Oral Presentation of product offered	20%
Quality of submittal and professionalism, etc.	20%
Understanding of the scope of service	20%

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY/UOM</u>	<u>UNIT PRICE</u>	<u>PRICE EXTENSION</u>
1.1	Vehicles	1,290 ea.	\$ _____	\$ _____
2.1	Heavy Equipment	115 ea.	\$ _____	\$ _____
3.1	Miscellaneous (Below)			
	Boat	1 ea.	\$ _____	\$ _____
	Safe Boat	1 ea.	\$ _____	\$ _____
	Flatbed	3 ea.	\$ _____	\$ _____
	Saf-T-Liners	13 ea.	\$ _____	\$ _____
	Buses	107 ea.	\$ _____	\$ _____
	Motorcycle	28 ea.	\$ _____	\$ _____

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