

GSA 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

INVITATION FOR BID NO. : GSA-001-19

DESCRIPTION:

SCHOOL BUS, TYPE C 60 PASSENGER

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (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
 - 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) **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:**
Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision; Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees,
- (X) **CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID**

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

On this _____ day of _____, 2018, I, _____,

authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

Invitation for Bid: GSA-001-18

SCHOOL BUS, TYPE C 60 PASSENGER

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** and email to **gsaprocurement@gsadoa.guam.gov**

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding IFB _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

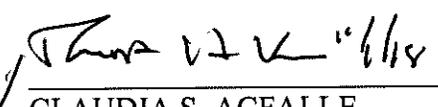
Note: GSA recommends that prospective bidders register current contact information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than **November 12, 2018** close of business at 5:00pm.

INVITATION FOR BID

ISSUING OFFICE:

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


CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: November 5, 2018

BID INVITATION NO: GSA-001-19

BID FOR: **SCHOOL BUS, TYPE C 60 PASSENGER**

SPECIFICATION: **SEE ATTACHED**

DESTINATION: **DEPARTMENT OF PUBLIC WORKS - TRANSPORTATION**

REQUIRED DELIVERY DATE: **280 Days Upon Receipt of Purchase Order. For a period of one (1) year on an as needed basis. This is an indefinite quantity bid.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00am, Date: 11/20/18 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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 bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

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:

SPECIAL PROVISIONS

This is an "Indefinite Quantity Bid" pursuant to Section 3119(i)(2) of the 2 GAR Procurement Regulations. The quantities reflected are annual estimated requirements projected within a twelve (12) month period. These amounts may increase during the term of this bid. However, regardless of the fluctuation of quantities, this bid shall be subject to the availability of funds.

Delivery:

280 Days Upon Receipt of a Purchase Order. Delivery schedule time and quantity will be coordinated between the successful bidder and the requesting department on an as needed basis.

Contract Period:

The term of this contract is for a period of one (1) year on an as needed basis dependent upon the availability of funds.

Additional Requirement:

In the event that other agencies within the Government of Guam, having the same requirements, upon notifications and acceptance of the additional requirements, the effective price of said bid, shall be used as a confirm price. This additional requirement shall not exceed the term of this bid.

Special Provisions

**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 the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the 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 corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps 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.

Signature of Bidder	Date
Proposer, if an individual;	
Partner, if a partnership;	
Officer, if a corporation.	

Subscribed and sworn to before me

this ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, _____.

FORM E

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

Procurement No: **GSA-001-19 (SCHOOL BUS, TYPE C 60 PASSENGER)**

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

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Daniel W. Simms Division of Director Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-5693 Revision No.: 7 Date Of Revision: 07/30/2018
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was 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 \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. 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

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		3.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		17.71
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		10.89
01042 - Customer Service Representative II		12.25
01043 - Customer Service Representative III		13.37
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.71
01090 - Duplicating Machine Operator		13.71
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		19.20
01141 - Messenger Courier		11.16

01191 - Order Clerk I	12.57
01192 - Order Clerk II	13.71
01261 - Personnel Assistant (Employment) I	15.57
01262 - Personnel Assistant (Employment) II	17.25
01263 - Personnel Assistant (Employment) III	19.22
01270 - Production Control Clerk	20.08
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	15.39
01311 - Secretary I	15.39
01312 - Secretary II	17.22
01313 - Secretary III	19.20
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	17.71
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	13.48
01612 - Word Processor II	15.13
01613 - Word Processor III	16.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.58
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.27
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	10.40
05400 - Transmission Repair Specialist	13.58

07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.88
07042 - Cook II	12.63
07070 - Dishwasher	9.04
07130 - Food Service Worker	9.31
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.21
09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.21
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	14.11
09130 - Upholsterer	16.21
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.13
11060 - Elevator Operator	9.13
11090 - Gardener	12.58
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer, Grounds Maintenance	9.50
11240 - Maid or Houseman	9.13
11260 - Pruner	8.51
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	9.50
11360 - Window Cleaner	10.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 - Electron-euro-diagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.77

12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	17.11
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.22
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)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.26
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.26
13042 - Illustrator II	23.86
13043 - Illustrator III	29.18
13047 - Librarian	26.42
13050 - Library Aide/Clerk	15.33
13054 - Library Information Technology Systems	23.86

Administrator		
13058 - Library Technician		16.64
13061 - Media Specialist I		17.21
13062 - Media Specialist II		19.26
13063 - Media Specialist III		21.47
13071 - Photographer I		17.06
13072 - Photographer II		19.06
13073 - Photographer III		23.63
13074 - Photographer IV		28.92
13075 - Photographer V		35.00
13090 - Technical Order Library Clerk		17.04
13110 - Video Teleconference Technician		17.18
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.71
14042 - Computer Operator II		16.26
14043 - Computer Operator III		18.13
14044 - Computer Operator IV		20.14
14045 - Computer Operator V		22.31
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		15.71
14160 - Personal Computer Support Technician		20.14
14170 - System Support Specialist		21.24
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		25.10
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47

15085 - Maintenance Test Pilot, Fixed, Jet/Prop	32.74
15086 - Maintenance Test Pilot, Rotary Wing	32.74
15088 - Non-Maintenance Test/Co-Pilot	32.74
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	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	11.30
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Dry-cleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer, Machine	10.24
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.21
19040 - Tool And Die Maker	20.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	20.08
21040 - Material Expediter	20.08
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	14.21
21150 - Stock Clerk	19.94
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
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
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.21
23120 - Bicycle Repairer	12.96
23125 - Cable Splicer	19.59
23130 - Carpenter, Maintenance	14.47
23140 - Carpet Layer	15.16
23160 - Electrician, Maintenance	17.86
23181 - Electronics Technician Maintenance I	15.16
23182 - Electronics Technician Maintenance II	16.21
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.11
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.06
23311 - Fuel Distribution System Mechanic	17.26
23312 - Fuel Distribution System Operator	13.06
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.06
23392 - Gunsmith II	15.16
23393 - Gunsmith III	17.26
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.58
23411 - Heating, Ventilation And Air-Conditioning Mechanic (Research Facility)	17.63

23430 - Heavy Equipment Mechanic	17.39
23440 - Heavy Equipment Operator	16.21
23460 - Instrument Mechanic	17.26
23465 - Laboratory/Shelter Mechanic	16.21
23470 - Laborer	11.37
23510 - Locksmith	16.21
23530 - Machinery Maintenance Mechanic	21.03
23550 - Machinist, Maintenance	17.26
23580 - Maintenance Trades Helper	10.23
23591 - Metrology Technician I	17.26
23592 - Metrology Technician II	18.35
23593 - Metrology Technician III	19.43
23640 - Millwright	17.26
23710 - Office Appliance Repairer	16.21
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	17.52
23810 - Plumber, Maintenance	16.45
23820 - Pneudraulic Systems Mechanic	17.26
23850 - Rigger	17.26
23870 - Scale Mechanic	15.16
23890 - Sheet-Metal Worker, Maintenance	15.37
23910 - Small Engine Mechanic	15.16
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	17.82
23965 - Well Driller	17.26
23970 - Woodcraft Worker	17.26
23980 - Woodworker	13.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.16
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.38
24620 - Family Readiness And Support Services Coordinator	14.16
24630 - Homemaker	16.12

25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		17.26
25040 - Sewage Plant Operator		19.28
25070 - Stationary Engineer		17.26
25190 - Ventilation Equipment Tender		11.97
25210 - Water Treatment Plant Operator		19.28
27000 - Protective Service Occupations		
27004 - Alarm Monitor		10.90
27007 - Baggage Inspector		9.13
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		9.13
27102 - Guard II		10.90
27131 - Police Officer I		12.05
27132 - Police Officer II		13.40
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		12.37
28042 - Carnival Equipment Repairer		13.42
28043 - Carnival Worker		9.14
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		20.23
29020 - Hatch Tender		20.23
29030 - Line Handler		20.23
29041 - Stevedore I		18.85
29042 - Stevedore II		21.64
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center	(HFO) (see 2)	38.15

30011 - Air Traffic Control Specialist, Station	(HFO) (see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal	(HFO) (see 2)	28.97
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
30051 - Cryogenic Technician I		24.12
30052 - Cryogenic Technician II		26.63
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		21.78
30095 - Evidence Control Specialist		21.78
30210 - Laboratory Technician		20.74
30221 - Latent Fingerprint Technician I		24.12
30222 - Latent Fingerprint Technician II		26.63
30240 - Mathematical Technician		23.34
30361 - Paralegal/Legal Assistant I		19.44
30362 - Paralegal/Legal Assistant II		23.68
30363 - Paralegal/Legal Assistant III		28.99
30364 - Paralegal/Legal Assistant IV		33.88
30375 - Petroleum Supply Specialist		26.63
30390 - Photo-Optics Technician		21.93
30395 - Radiation Control Technician		26.63
30461 - Technical Writer I		22.17
30462 - Technical Writer II		27.10
30463 - Technical Writer III		32.79
30491 - Unexploded Ordnance (UXO) Technician I		24.24

30492 - Unexploded Ordnance (UXO) Technician II		29.33
30493 - Unexploded Ordnance (UXO) Technician III		35.16
30494 - Unexploded (UXO) Safety Escort		24.24
30495 - Unexploded (UXO) Sweep Personnel		24.24
30501 - Weather Forecaster I		24.12
30502 - Weather Forecaster II		29.34
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		
31010 - Airplane Pilot		29.33
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97
31260 - Parking and Lot Attendant		8.93
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver		9.43
31361 - Truckdriver, Light		9.78
31362 - Truckdriver, Medium		11.61
31363 - Truckdriver, Heavy		13.89
31364 - Truckdriver, Tractor-Trailer		13.89
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.30
99030 - Cashier		9.12
99050 - Desk Clerk		9.70
99095 - Embalmer		24.24
99130 - Flight Follower		24.24
99251 - Laboratory Animal Caretaker I		21.62
99252 - Laboratory Animal Caretaker II		22.67
99260 - Marketing Analyst		20.09
99310 - Mortician		24.24
99410 - Pest Controller		14.61
99510 - Photofinishing Worker		12.74
99710 - Recycling Laborer		13.02
99711 - Recycling Specialist		19.69
99730 - Refuse Collector		12.39

99810 - Sales Clerk	9.46
99820 - School Crossing Guard	16.14
99830 - Survey Party Chief	21.65
99831 - Surveying Aide	12.31
99832 - Surveying Technician	16.00
99840 - Vending Machine Attendant	21.84
99841 - Vending Machine Repairer	27.71
99842 - Vending Machine Repairer Helper	21.84

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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 4.174)

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 non-exempt employees. For example, if an individual employee is non-exempt 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 re-grading 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

*** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).

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 _____, _____.

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 _____ 201__.

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

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 Section 1-104 of the Guam Procurement 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. The Government will not award on an itemized basis.
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.
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 debaument from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 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 the 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)

- [X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**
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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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.

- [X] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 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.**
- [X] 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.
- [X] 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).
- [X] 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.
- [X] 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 Procurement Regulations.
- [X] 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 Procurement Regulations.
- [X] 37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS:** Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- [X] 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)
- [X] 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. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.

- [X] 41. **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 39 (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(d).**

- [X] 42. **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] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. **2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).**

- [] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. **2 GAR, Div.4 § 3121(e) (1) (G).**

- [X] 45. **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 forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms 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 Schedule. 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 of the Schedule 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 informed 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:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
13. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.
14. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.
15. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES**
- (a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
- (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
- (c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
- (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802
- Any violation of Contractor or its sub-contractor's obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803
- (f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.
- During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804
- (g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
- (h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

16. Ethical Standards:

With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

17. Prohibition against Contingent Fees:

The Contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.

18. Contractor's Warranty as to Employees and Sex Offenses. Reference 5 GCA 5253 (b)

Contractor warrants 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 of 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.

Contractor warrants that if any person providing services on behalf of 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 is 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 such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

19. Policy in Favor of Service-Disabled Veteran Owned Businesses

P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

FEDERAL REGULATIONS

TITLE 2 Grants and Agreements

(Effective: August 09, 2018)

PART 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F-Audit Requirements

APPENDIX II TO PART 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations 29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (20 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the “United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surrounding or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation of intelligence.

(F) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of 4150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180-220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 office 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. 1952. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

TITLE 2 CFR §200.317 Procurement by states.

(Effective: December 26, 2013)

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurement from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §200.318 General procurement standards through 200.326 Contract provisions.

TITLE 2 CFR §200.318 General procurement standards. (Effective: July 30, 2015)

- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c) (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
- (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) the non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. (See also § 200.213 Suspension and debarment.)
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflects wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time and material contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must alert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgement for that of the non-Federal entity unless the matter is primarily a Federal concern. Violation of law will be referred to the local, state, or Federal authority having proper jurisdiction.

TITLE 2 CFR §200.319 Competition.

(Effective: December 26, 2014)

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or request for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) the non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations;

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfil and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified its lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

TITLE 2 CFR §200.320 Methods of procurement to be followed: (Effective: September 10, 2015)

The non-Federal entity must use one of the following methods of procurement

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§ 200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchases are those relatively simple and formal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis on price.

(2) If sealed bids are used, the following requirements apply;

(i) Bids must solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply;

(1) Request for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) the non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiations of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(f)¹ Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply;

(1) The item is available only from single source;

(2) The public exigency or emergency for the requirement will not permit a delay from competitive solicitations;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

TITLE 2 CFR §200.321 Contracting with small and minority business, women's business enterprises, and labor surplus area firms. (Effective: December 26, 2013)

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of the section.

TITLE 2 CFR §200.322 Procurement of recovered materials. (Effective: December 26, 2014)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

TITLE 2 CFR §200.323 Contract cost and price. (Effective: December 26, 2013)

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E-Cost Principles of this part. The non-Federal entity may reference its own principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

TITLE 2 CFR §200.326 Contract provisions. (Effective: August 09, 2018)

The Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

TITLE 40 CFR §33.106 Disadvantage Business Enterprise Program

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

DERA FY17 State Program Programmatic Terms and Conditions

A. Substantial Federal Involvement for Cooperative Agreements

EPA will provide substantial involvement in the form of technical assistance, development of outputs, and oversight. Specifically, substantial federal involvement will take the form of monitoring the recipient's project, participation and collaboration between EPA and the recipient in program content, review of project progress, and quantification and reporting of results.

B. Emissions Control Technologies

Emissions Reduction Projects funded by the recipient pursuant to this assistance agreement must use verified technologies and/or must use engines and engine configurations certified by EPA and, if applicable, CARB. Technologies are verified under EPA or California's Retrofit Technology Verification Programs. See the following lists for eligible technologies:

- B.1. EPA verified exhaust control technologies and engine upgrade technologies:
www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel
- B.2. California Air Resources Board (CARB) verified exhaust control technologies:
www.arb.ca.gov/diesel/verdev/vt/cvt.htm
- B.3. EPA verified idle reduction technologies: www.epa.gov/verified-diesel-tech/idling-reduction-technologies-irts-trucks-and-school-buses
- B.4. EPA verified aerodynamic technologies:
www.epa.gov/verified-diesel-tech/aerodynamic-devices
- B.5. EPA verified low rolling resistance tires:
www.epa.gov/verified-diesel-tech/low-rolling-resistance-lrr-new-and-retread-tires
- B.6. EPA certified engines and certified remanufacture systems for locomotives and marine engines: www.epa.gov/compliance-and-fuel-economy-data/engine-certification-data
- B.7. EPA Certified Conversion Systems for New Vehicles and Engines and compliant Conversion Systems for Intermediate-Age Vehicles and Engines:
www.epa.gov/vehicle-and-engine-certification/lists-epa-compliant-alternative-fuel-conversion-systems
- B.8. CARB Approved Alternate Fuel Retrofit Systems:
www.arb.ca.gov/msprog/aftermkt/altfuel/altfuel.htm

Any question as to the eligibility or preference of a retrofit technology, including vehicle/engine/equipment replacements, should be directed to the EPA Project Officer.

C. Quarterly Reporting and Environmental Results

Quarterly progress reports will be required. Quarterly reports are considered project status reports and will address the progress made achieving the work plan goals. In general, quarterly reports will include summary information on technical progress and expenditures, and planned activities for next quarter. A template for the quarterly report will be available at www.epa.gov/cleandiesel/clean-diesel-state-allocations. Quarterly reports are due according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day.

April 1 – June 30 Reporting Period: report due date July 30
July 1 – September 30 Reporting Period: report due date October 30
October 1 – December 31 Reporting Period: report due date January 30
January 1 – March 31 Reporting Period: report due date April 30

If a project start date falls within a defined Reporting Period, the recipient must report for that period by the given due date. This quarterly reporting schedule shall be repeated for the duration of the award agreement.

C.1. Subaward Reporting Requirement

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at: <https://epa.gov/grants/epa-subaward-policy>. If applicable, the recipient must report on its subaward monitoring activities under 2 CFR 200.331(d). Examples of items that must be reported if the pass-through entity has the information available are:

- C.1.1. Summaries of results of reviews of financial and programmatic reports.
- C.1.2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- C.1.3. Environmental results the subrecipient achieved.
- C.1.4. Summaries of audit findings and related pass-through entity management decisions.
- C.1.5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

D. Final Report:

The final project report will include all categories of information required for quarterly reporting, including a final, detailed fleet description. The final project report will also include a narrative summary of the project or activity, project results (outputs and outcomes) including final emissions benefit calculations, and the successes and lessons learned for the entire project. To the extent possible, final emission benefit calculations should be based on the actual number and type of technologies, vehicles, equipment and engines implemented under the award and actual vehicle miles traveled, idling and/or operating hours, and fuel use. If actual vehicle miles traveled, idling and/or operating hours, and fuel use are not available, the final report will include a detailed explanation of how these values are derived, as well as any assumptions or default values used, for the purposes of emissions benefit calculations. The final report will also detail the methodologies used for the emission benefit calculation.

For projects involving vehicle/engine/equipment replacement the recipient must provide in the final report: 1) Evidence that the replacement activity is an “early replacement,” and would not have occurred through normal attrition/fleet turnover (i.e. without the financial assistance provided by EPA) within three years of the project period start date. Supporting evidence can include verification that the vehicles or equipment being replaced have useful life left and fleet characterization showing fleet age ranges and average turnover rates per the

vehicle or fleet owner's budget plan, operating plan, standard procedures, or retirement schedule; 2) Evidence of appropriate scrappage (see E.9.3 below); and 3) Specification of the model years and the emission standard levels for PM and NOx, for both the engine being replaced and the new engine.

For projects that take place in an area affected by, or includes vehicles, engines or equipment affected by federal law mandating emissions reductions, the recipient must provide in the final report evidence that emission reductions funded with EPA funds were implemented prior to the effective date of the mandate and/or are in excess of (above and beyond) those required by the applicable mandate.

The final report shall be submitted to the EPA Project Officer within 90 days after the project period end date or termination of the assistance agreement. A template for the final report will be available at www.epa.gov/cleandiesel/clean-diesel-state-allocations.

D.1. Subaward Reporting Requirement

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at: <https://epa.gov/grants/epa-subaward-policy>. If applicable, the recipient must report on its subaward monitoring activities under 2 CFR 200.331(d). Examples of items that must be reported if the pass-through entity has the information available are:

- D.1.1. Summaries of results of reviews of financial and programmatic reports.
- D.1.2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- D.1.3. Environmental results the subrecipient achieved.
- D.1.4. Summaries of audit findings and related pass-through entity management decisions.
- D.1.5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

E. **Use of Funds Restriction:**

E.1. Federal Matching Funds: Recipient agrees that funds under this award cannot be used for matching funds for other federal grants unless expressly authorized by statute. Likewise, recipient may not use federal funds as cost-share funds for the State Clean Diesel Grant Program, including funds received under EPA's National Diesel Emissions Reduction Programs and federal Supplemental Environmental Project (SEP) funds.

E.2. Administrative Cost Expense Cap: Recipient agrees that no more than 15 percent of the recipient's total project costs may be used to cover administrative type costs (e.g. personnel, benefits, travel, and office supplies). Total project costs include the federal share as well as any cost-share provided by the state. However, the EPA Project Officer has the discretion to allow state matching funds to exceed the 15% cap if the state provides justification for unique circumstances. The state's indirect costs are not

considered as administrative type costs and do not count towards the 15 percent maximum.

- E.3. Expenses Incurred Prior to the Project Period: Recipient agrees that, except for eligible pre-award costs as defined in 2 CFR §200.458 and as authorized by 2 CFR §200.309 and 2 CFR §1500.8, no funds awarded under the Program shall be used to cover expenses incurred prior to the project period defined in this assistance agreement. Additionally, except for eligible pre-award costs as defined above, expenses incurred prior to the project period defined in this assistance agreement are not eligible as a cost-share.
- E.4. Formerly Verified Technologies: Recipient agrees that no funds awarded under the Program shall be used for retrofit technologies on EPA's or CARB's, "Formerly Verified Technologies" lists. EPA's formerly verified list can be found at: www.epa.gov/verified-diesel-tech/list-formerly-verified-technologies-clean-diesel, and CARB's formerly verified lists can be found at: www.arb.ca.gov/diesel/verdev/vt/fv1.htm, www.arb.ca.gov/diesel/verdev/vt/fv2.htm, and www.arb.ca.gov/diesel/verdev/vt/fv3.htm.
- E.5. Emissions Testing: Recipient agrees that no funds awarded under the Program shall be used for emissions testing and/or air monitoring activities (including the acquisition cost of emissions testing equipment), or research and development.
- E.6. Fueling Infrastructure: Recipient agrees that no funds awarded under this Program shall be used for fueling infrastructure, such as that used for the production and/or distribution of biodiesel, compressed natural gas, liquefied natural gas, and or other fuels.
- E.7. Mandated Measures: Recipient agrees that funds under this award cannot be used for emissions reductions that are mandated under federal law. This refers to specific compliance dates within the mandate, not when the mandate is passed. Voluntary or elective emissions reductions measures shall not be considered "mandated", regardless of whether the reductions are included in the State Implementation Plan of a State.
- E.8. Normal Attrition: Recipient agrees that funds under this award cannot be used for emission reductions that result from replacements that would have occurred through normal attrition/fleet turnover within three years of the project start date. Any question as to eligibility of a replacement should be directed to the EPA Project Officer.
- E.9. Fleet Expansion: Recipient agrees that funds under this award, including subawards/subgrants, cannot be used for the purchase of vehicles, engines, or equipment to expand a fleet. Engine, vehicle, and equipment replacement projects are eligible for funding on the condition that the following criteria are satisfied:

- E.9.1. The replacement vehicle, engine, or equipment will continue to perform the same function and operation as the vehicle, engine, or equipment that is being replaced.
- E.9.2. The replacement vehicle, engine, or equipment will be of the same type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced.
 - E.9.2.1. Nonroad, Locomotive, and Marine: Horsepower increases of more than 25 percent will require specific approval by EPA prior to purchase, and the applicant may be required to pay the additional costs associated with the higher horsepower equipment.
 - E.9.2.2. Highway: The replacement vehicle must not be in a larger weight class than the existing vehicle (Class 5, 6, 7, or 8). The engine's primary intended service class must match the vehicle's weight class (i.e. a LHD diesel engine is used in a vehicle with GVWR 16,001 – 19,500 pounds, a MHD diesel engine is used in a vehicle with a GVWR of 19,501 – 33,000 pounds, and an HHD diesel engine is used in a vehicle with a GVWR greater than 33,000 pounds.) Exceptions may be granted for vocational purposes, however the GVWR must stay within 10 percent of the engine's intended service class and any exceptions will require specific EPA approval prior to purchase.
- E.9.3. The vehicle, equipment, and/or engine being replaced must be scrapped or rendered permanently disabled within ninety (90) days of being replaced.
 - E.9.3.1. If a Tier 3 nonroad vehicle, equipment and/or engine is replaced, the Tier 3 unit may be retained or sold if the Tier 3 unit will replace a similar Tier 2 or lower nonroad unit, and the Tier 2 or lower nonroad unit will be scrapped. The scrapped unit must currently be in service, operate more than 500 hours per year, and have a similar usage profile as the replaced unit. It is preferred that the scrapped unit currently operates within the same project location(s) as the Tier 3 unit currently operates, however alternative scenarios will be considered. All equipment must operate within the United States. Under this scenario, a detailed scrappage plan must be submitted and will require prior written approval from the EPA Project Officer.
 - E.9.3.2. Cutting a three-inch by three-inch hole in the engine block (the part of the engine containing the cylinders) is the preferred scrapping method. Other acceptable scrappage methods may be considered and will require prior written approval from the EPA Project Officer.
 - E.9.3.3. Disabling the chassis may be completed by cutting through the frame/frame rails on each side at a point located between the front and rear axles. Other acceptable scrappage methods may be considered and will require prior written approval from the EPA Project Officer.
 - E.9.3.4. Evidence of appropriate disposal is required in a final assistance agreement report submitted to EPA and includes a signed certificate of destruction (to be provided by the EPA Project Officer) and digital photos of the engine tag (showing serial number, engine family

number, and engine model year), the destroyed engine block, and cut frame rails or other cut structural components as applicable.

E.9.3.5. Scrapped engines and equipment and vehicle components may be salvaged from the unit being replaced (e.g. plow blades, shovels, seats, tires, etc.). If scrapped or salvaged engines, vehicles, equipment, or parts are to be sold, program income requirements apply.

E.9.3.6. For tire replacement projects, the original tires should be scrapped according to local or state requirements, or the tires can be salvaged for reuse or retreading. If salvaged tires are sold, program income requirements apply.

E.10. Single-Wide Wheels: Recipient agrees that funds under this award cannot be used for the purchase of single-wide wheels except where a fleet is retrofitting from standard dual tires to SmartWay-verified single-wide low rolling resistance tires. In this case, the cost of single-wide wheels would be acceptable as additional equipment necessary to use the SmartWay verified technology.

E.11. Auxiliary Power Units: Recipient agrees that funds under this award cannot be used for the purchase of APUs or generators for vehicles with engine model year 2007 or newer.

E.12. Replacement Technologies: Recipient agrees that funds under this award cannot be used for the purchase of exhaust controls, idle reduction technologies, low rolling resistance tires or advanced aerodynamic technologies if similar technologies have previously been installed on the truck or trailer.

E.13. Highway Model Year: Recipient agrees that funds under this award cannot be used to retrofit (including idle reduction technologies and aerodynamics and tires), convert, or replace a transit bus, school bus, medium-duty, or heavy-duty highway vehicle with engine model year 1994 and older or 2010 and newer, or to retrofit engine model year 2007 and newer with DOCs or DPFs, or retrofit engine model year 2010 and newer with SCR, or replace engine model year 2007-2009 with other than all-electric (zero-emission). Refer to Table 1 for further explanation.

E.13.1. Clean Alternative Fuel Conversion: No funds awarded under this Program shall be used to purchase certified/approved conversion systems that do not meet the following criteria:

E.13.1.1 Existing engine model 1995-2006: Conversion kit must be certified or approved to achieve at least a 30% NOx reduction and a 10% PM reduction from the applicable certified emission standard of the original engine.

E.13.1.2 Existing engine model 2007-2009: Conversion kit must be certified or approved to achieve at least a 20% NOx reduction with no increase in PM from the applicable certified emission standards of the original engine.

Table 1: Medium and Heavy-Duty Trucks, Transit Buses, and School Buses Funding Restrictions

Current Engine Model Year (EMY)	DOC +/- CCV	DPF	SCR	Verified Idle Reduction, Tires, or Aero-dynamics	Vehicle or Engine Replacement: EMY 2017+ (2012+ for Drayage)	Vehicle or Engine Replacement: Electric	Clean Alternative Fuel Conversion
older - 1994	No	No	No	No	No	No	No
1995 - 2006	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2007 - 2009	No	No	Yes	Yes*	No	Yes	Yes
2010 - newer	No	No	No	No	No	No	No

* Auxiliary Power Units and generators are not eligible on vehicles with EMY 2007 or newer.

E.14. Nonroad Operating Hours: Recipient agrees that funds under this award cannot be used to retrofit, replace or upgrade, or replace a nonroad engine operates less than 500 hours per year.

E.15. Nonroad Model Year and Tier: Recipient agrees that funds under this award cannot be used to retrofit, upgrade or replace a nonroad engine that is 50 HP or less and engine model year 2004 or older, or between 51-300 HP and engine model year 1994 or older, or 301 HP or greater and engine model year 1984 or older. Refer to Table 2 for further explanation.

E.15.1. *Equipment and Vehicle Replacement*: No funds awarded under this Program shall be used to replace nonroad vehicles and equipment with vehicles/equipment powered by unregulated, Tier 1, or Tier 2 engines. Tier 3 and Tier 4 interim (4i) engines are allowed for vehicle/equipment replacement only when Tier 4 final is not yet available from OEM for 2017 model year equipment under the Transition Program for Equipment Manufacturers (TPEM).

E.15.2. *Engine Replacement*: No funds awarded under this Program shall be used to replace nonroad engines with Tier 3 or lower engines.

Table 2. Nonroad Engine Funding Restrictions

Current Engine Horsepower	Current Engine Model Year (EMY) and Tier	Vehicle/Equipment Replacement: EMY 2017+				Verified Exhaust Control
		Tier 0 - 2	Tier 3 - 4i	Tier 4	All-Electric	
0-50	2005 and Newer; Unregulated – Tier 2	No	No	Yes	Yes	Yes
51-300	1995 and Newer; Tier 0 – Tier 2	No	Yes*	Yes	Yes	Yes
51-300	1995 and Newer;	No	No	Yes	Yes	Yes

	Tier 3					
301+	1985 and Newer; Tier 0 – Tier 2	No	Yes*	Yes	Yes	Yes
301+	1985 and Newer; Tier 3	No	No	Yes	Yes	Yes
Current Engine Horsepower	Current Engine Model Year (EMY) and Tier*	Engine Replacement: EMY 2017+*			Verified Engine Upgrade	
		Tier 0 - 3	Tier 4	All-Electric		
0-50	2005 and Newer; Unregulated – Tier 2	No	Yes	Yes	Yes	
51-300	1995 and Newer; Tier 0 – Tier 3	No	Yes	Yes	Yes	
301-750	1985 and Newer; Tier 0 – Tier 3	No	Yes	Yes	Yes	
751+	1985 and Newer; Tier 0 – Tier 2	No	Yes	Yes	Yes	

*Tier 3 and Tier 4 interim (4i) allowed for vehicle/equipment replacement only when Tier 4 final is not yet available from OEM for 2017 model year equipment under the Transition Program for Equipment Manufacturers (TPEM).

**Previous engine model year engines may be used for engine replacement if the engine is certified to the same emission standards applicable to EMY 2017.

E.16. Locomotive and Marine Operating Hours: Recipient agrees that funds under this award cannot be used to retrofit, replace, upgrade or install idle reduction technologies on eligible locomotives or marine engines that operate less than 1,000 hours per year.

E.17. Marine Engine Tier: Recipient agrees that funds under this award cannot be used to replace or upgrade Tier 3 or Tier 4 marine engines, or to replace marine engines with a Tier 2 or lower marine engine. Refer to Table 3 for further explanation.

Table 3: Marine Engines Funding Restrictions

Current Engine Tier	Engine Replacement: EMY 2017+ *			Certified Remanufacture System	Verified Engine Upgrade
	Tier 1-2	Tier 3-4	All-Electric		
Unregulated – Tier 2	No	Yes	Yes	Yes	Yes
Tier 3 - 4	No	No	No	No	No

*Previous engine model year engines may be used if the engine is certified to the same emission standards applicable to EMY 2017.

E.18. Marine Shore Connection: Recipient agrees that funds under this award cannot be used for marine shore connection system projects that are expected to be utilized less than 1,000 MW-hr/year.

E.19. Locomotive Tier: Recipient agrees that funds under this award cannot be used to replace any locomotive engine with a Tier 3 or lower engine. No funds awarded under the Program shall be used to replace Tier 2+ line-haul locomotive engines. No funds awarded under the Program shall be used to install Automatic Engine Start-Stop technologies on locomotives currently certified to Tier 0+ or higher. Refer to Table 4 for further explanation.

Table 4: Locomotive Engines Funding Restrictions

Current Locomotive Tier	Locomotive Replacement or Engine Replacement: EMY 2017+* or Electric			Verified Exhaust Control	Idle-Reduction Technology	Certified Remanufacture System
	Tier 0+ - 3	Tier 4	All-Electric			
Unregulated - Tier 2	No	Yes	Yes	Yes	Yes**	Yes
Tier 2+ switcher	No	Yes	Yes	Yes	Yes**	Yes
Tier 2+ line haul	No	No	No	Yes	Yes**	Yes
Tier 3 – Tier 4	No	No	No	No	No	No

*Previous engine model year engines may be used if the engine is certified to the same emission standards applicable to EMY 2017.

**Automatic Engine Start-Stop technologies are only eligible to be installed on locomotives currently certified to Tier 0 or unregulated.

E.20. Locomotive Shore Connection: Recipient agrees that funds under this award cannot be used for locomotive shore connection system projects that are expected to be utilized less than 1,000 hours per year.

E.21. Tires and Aerodynamics: Recipient agrees that funds under this award cannot be used to purchase aerodynamic technologies or low rolling resistance tires, unless they are combined on the same vehicle with a new installation of a verified exhaust control funded under this award.

E.22. Engine Upgrade: In the case of an engine upgrade with a certified remanufacture system applied at the time of rebuild (not manufacturer upgrades that are retrofits verified by EPA or CARB), recipient agrees that funds under this award cannot be used for the entire cost of the engine rebuild, but only for the incremental cost of the certified remanufacture system and associated labor costs for installation. Any question as to eligibility of engine upgrade costs should be directed to the EPA Project Officer.

F. Drayage Vehicle Replacement Project Requirements:

F.1. In addition to the applicable requirements for highway vehicles described in E above, recipients replacing drayage vehicles are required to establish and document guidelines to ensure that the scrapped vehicle has a history of operating on a frequent basis over the prior year as a drayage truck.

F.2. The recipient must establish and document guidelines to ensure that all drayage trucks receiving grant funds are operated in a manner consistent with the definition of a drayage truck, defined as any Class 8a and 8b in-use highway vehicle with a gross weight rating (GVWR) of greater than 33,000 pounds operating on or transgressing through port or intermodal rail yard property for the purpose of loading, unloading or transporting cargo, such as containerized, bulk or break-bulk goods.

G. Delays or Favorable Developments:

The recipient agrees that it will promptly notify the EPA Project Officer of any problems, delays, or adverse conditions which may materially impair its ability to deliver on the outputs/outcomes specified in the work plan. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation. The recipient agrees that it will also notify the EPA Project Officer of any favorable developments which may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

H. Employee and/or Contractor Selection:

EPA will not help select employees or contractors hired by the recipient.

I. Program Income:

Program income as defined at 2 CFR §200.80 means gross income received by the grantee or subrecipient that is directly generated by a grant supported activity or earned as a result of the Federal award during the period of performance. Under DERA grants, program income is generally limited to the sale of scrapped or remanufactured engines/chassis or salvaged engine/vehicle/equipment components and does not include revenue generated by recipients or subrecipients through the commercial use of vehicles and equipment purchased with grant funds. "Period of performance" is the time between the start and end dates of the period of performance as included in the Federal award. Program income earned during the project period shall be retained by the recipient and, in accordance with 2 CFR §200.307 recipient is authorized to use program income as follows:

- I.1. Program income may be added to the Federal award by EPA and recipient and used to further eligible project or program objectives. The program income shall be used for the purposes and under the conditions of the grant agreement.
- I.2. Program income may be used to meet the cost-sharing or matching requirement of the Federal award, including any mandatory or voluntary cost-share. The amount of the Federal award remains the same.
- I.3. Deducted from the total allowable costs to determine the net allowable costs on which the federal share of costs is based. This means that the recipient shall spend program income on project activities before spending/requesting federal funds for project activities. This may result in unspent federal funds at the end of the project period.

The recipient will maintain records adequate to document the extent to which transactions generate program income and the disposition of program income.

J. Equipment Use, Management, and Disposition

These equipment use, management, and disposition instructions are applicable to assistance agreement recipients and subrecipients acquiring equipment under this award. State agencies may use, manage and dispose of equipment acquired a Federal award by the state in accordance with state laws and procedures.

Recipient agrees the equipment acquired under this assistance agreement will be subject to the use and management and disposition regulations at 2 CFR §200.313.

Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of \$5,000, or the capitalization level established by the non-Federal entity for financial statement purposes (see 2 CFR §200.12 Capital assets). Certified or verified technologies, vehicles, engines and nonroad equipment are considered to be equipment to the extent they fall within this definition.

Recipient agrees that at the end of the project period the recipient will continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award. When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

K. Procurement Procedures:

The recipient must follow applicable procurement procedures. EPA will not be a party to these transactions. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with 2 CFR §200.322 Procurement of Recovered Materials, and ensure that every purchase order or other contract includes any clauses required by 2 CFR §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow 2 CFR §§200.318 General Procurement Standards through 200.326 Contract Provisions.

L. For-Profit Sub-recipients

In addition to the EPA General Term and Condition #7 “Establishing and Managing Subawards”, the recipient (i.e. “pass-through entity”) agrees to require that for-profit subrecipients comply with Subparts A through F of the Uniform Grant Guidance (2 CFR Part 200) and the Federal cost principles applicable to for-profit entities located at 48 CFR Part 31, with the exception of the method of payment to for-profit subrecipients must be “reimbursement” rather than “advance”. Pass-through entities must obtain documentation that the for-profit subrecipient has incurred eligible and allowable costs prior to releasing EPA funds to the subrecipient.

M. Public Notification:

Not later than 60 days after the date of the award of a subaward, rebate, or loan by a State, the State shall publish on the Web site of the State:

- M.1. For subawards, rebates, and loans provided to the owner of a diesel vehicle or fleet, the total number and dollar amount of subawards, rebates, or loans provided, as well as a breakdown of the technologies funded through the subawards, rebates, or loans; and
- M.2. For other subawards, rebates, and loans, a description of each application for which the subaward, rebate, or loan is provided.

N. Mandatory Cost-Share Requirement

Any voluntary matching funds provided by the state to qualify for the matching incentive are included in the "EPA funds and state voluntary matching funds" described below. Mandatory cost-share funds provided by the state and/or eligible third parties cannot count towards the state's voluntary matching funds to qualify for the matching incentive. However, if a state requires a third-party cost-share contribution above and beyond the mandatory cost-share amount for the elected technology, then the "excess" cost-share may be applied towards the state voluntary match funds for the purpose of qualifying for the matching incentive.

This award and the resulting federal funding share (as shown under "Notice of Award" in the award document) is based on estimated costs requested in the recipient's final approved workplan. While actual total costs may differ from those estimates, the recipient may not use EPA funds and state voluntary matching funds to provide more than the cost-share percentages outlined below, as applicable, of the final equipment costs. EPA's participation shall not exceed the total amount of federal funds awarded or the maximum federal cost-share percentages of the final equipment costs as outlined below, as applicable. Recipients must satisfy any applicable cost-share requirements with allowable costs as set forth in 2 CFR §200.306. The cost-share requirements are as follows:

- N.1. Engine Upgrades: EPA funds and state voluntary matching funds can cover up to 40% of the cost (labor and equipment) of an eligible engine upgrade; states and/or eligible third parties are responsible for the mandatory cost-share of at least 60% of the cost of an eligible engine upgrade.
- N.2. Idle Reduction Technologies on Locomotives: EPA funds and state voluntary matching funds can cover up to 40% of the cost (labor and equipment) of an eligible idle reduction technology for a locomotive; states and/or eligible third parties are responsible for the mandatory cost-share of at least 60% of the cost of an eligible idle reduction technology for a locomotive.
- N.3. Idle Reduction Technologies on Highway Diesel Vehicles: EPA funds and state voluntary matching funds can cover up to 25% of the cost (labor and equipment) of eligible, verified idle technologies on Class 8 long-haul trucks and school buses; states and/or eligible third parties are responsible for the mandatory cost-share of at least 75%

of the cost of eligible, verified idle reduction technologies on Class 8 long-haul trucks and school buses.

N.4. Marine Shore Power Connection Systems: EPA funds and state voluntary matching funds can cover up to 25% of the cost (labor and equipment) of an eligible shore connection system; states and/or eligible third parties are responsible for the mandatory cost-share of at least 75% of the cost of an eligible shore connection system.

N.5. Electrified Parking Spaces (EPS): EPA funds and state voluntary matching funds can cover up to 30% of the cost (labor and equipment) of eligible EPS technology; states and/or eligible third parties are responsible for the mandatory cost-share of at least 70% of the cost of eligible EPS technology.

N.6. Certified Engine Replacement:

N.6.1. EPA funds and state voluntary matching funds can cover up to 40% of the cost (labor and equipment) of an eligible diesel or alternative fuel engine replacement. States and/or eligible third parties are responsible for the mandatory cost-share of at least 60% of the cost of an eligible engine replacement.

N.6.2. *Highway Low-NOx*: EPA funds and state voluntary matching funds can cover up to 50% of the cost (labor and equipment) of replacing a highway diesel engine with a 2017 model year or newer engine that is certified to CARB's Optional Low-NOx Standards of 0.1 g/bhp-hr, 0.05 g/bhp-hr, or 0.02 g/bhp-hr NOx. States and/or eligible third parties are responsible for the mandatory cost-share of at least 50% of the cost of eligible Low-NOx engine replacement.

N.6.3. *All-Electric*: EPA funds and state voluntary matching funds can cover up to 60% of the cost (labor and equipment) of an eligible all-electric engine replacement. States and/or eligible third parties are responsible for the mandatory cost-share of at least 40% of the cost of an eligible all-electric engine replacement.

N.7. Certified Vehicle/Equipment Replacement:

N.7.1. EPA funds and state voluntary matching funds can cover up to 25% of the cost of an eligible replacement vehicle or piece of equipment powered by a 2017 model year or newer certified engine; states and/or eligible third parties are responsible for the mandatory cost-share of at least 75% of the cost of an eligible replacement vehicle or piece of equipment.

N.7.2. *Highway Low-NOx*: EPA funds and state voluntary matching funds can cover up to 35% of the cost of an eligible highway replacement vehicle powered by a 2017 model year or newer engine certified to meet CARB's Optional Low-NOx Standards of 0.1 g/bhp-hr, 0.05 g/bhp-hr, or 0.02 g/bhp-hr NOx. Engines certified to CARB's Optional Low NOx Standards may be found by searching CARB's Executive Orders for Heavy-duty Engines and Vehicles, found at: www.arb.ca.gov/msprog/onroad/cert/cert.php. States and/or eligible third parties are responsible for the mandatory cost-share of at least 65% of the cost of an eligible replacement vehicle.

N.7.3. *All-Electric*: EPA funds and state voluntary matching funds can cover up to 45% of the cost of an eligible all-electric replacement vehicle or equipment. States

and/or eligible third parties are responsible for the mandatory cost-share of at least 55% of the cost of an eligible all-electric replacement vehicle or piece of equipment.

N.7.4. *Drayage Trucks*: EPA funds and state voluntary matching funds can cover up to 50% of the cost of an eligible replacement drayage truck powered by a 2012 model year or newer certified engine. States and/or eligible third parties are responsible for the mandatory cost-share of at least 50% of the cost of an eligible replacement drayage vehicle.

N.8. Clean Alternative Fuel Conversion: EPA funds and state voluntary matching funds can cover up to 40% of the cost (labor and equipment) of an eligible certified or compliant clean alternative fuel conversion. States and/or eligible third parties are responsible for the mandatory cost-share of at least 60% of the cost of an eligible clean alternative fuel conversion.

The eligible acquisition cost for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance and freight may be included in or excluded from the acquisition cost in accordance with the non-Federal entity's regular accounting practices.

ITEM NO.	DESCRIPTION	QTY./UOM	UNIT PRICE	PRICE EXTENSION
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1.1	School Bus (60 Passengers) Type C (Latest Model)	4 EACH	\$ _____	\$ _____
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As per the following specifications:

GENERALS:

These specifications have been written to describe minimum equipment and performance requirements to be supplied. Reasonable test may be conducted upon delivery before acceptance.

The successful bidder shall furnish all necessary and desirable information instructions for the proper operation of the equipment.

Each School Bus shall be new /unused, current model year or later production.

Each School Bus shall be supplied with all standard equipment and accessories indicated in manufacturer's published literature/brochure unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirements of this specification shall also be provided.

Standard: Each School Bus shall meet all applicable requirements for U.S. Department of Transportation (DOT), U.S. EPA, School Bus Safety and Federal Motor Vehicle Safety Standards (FMVSS).

Certification: Each School Bus shall display a permanent **durable, legible** certification data plate mounted within the driver's compartment of the vehicle. On this data plate the manufacture shall certify that the bus is in compliance with the applicable DOT and FMVSS regulations, and is manufactured from all new components. All chassis/body identification information shall appear on this certification data plate. *The bus body data plate shall specify the maximum capacity of the body; (Number of passengers the bus can transport)*

Current, Original Manufacture's brochure, basic dimensional drawings and seating plan for buses being offered shall be furnished with this bid proposal.

Design: Buses shall be engineered with consideration to the elements of Guam's climate. Buses shall be designed to minimize water damage to all components.

Brand Names: Manufacturers' brands and stock/part numbers specified do not denote a preference for that make, but specify the level of quality necessary. Alternate brands found to be equal to or greater in quality to the brand specified may be accepted, however, the burden to prove equality shall rest with the bidder.

The subject specifications were drafted to allow for reasonable bid competition, however, needed to be tailored to meet the needs of the Department of Public Works, Bus Operations Division. The minimum requirements specified were established through market research of product availability and capabilities with references and recommendations from local dealerships. The School Bus specifications were based on the following makes and models, therefore, bid proposals shall meet or exceed:

Blue Bird Vision, Thomas Built Buses C2 & International IC CE.

DISCREPANCIES LISTED:

Should any bidder have deviations from these specifications in this bid and cannot meet requirements of the specifications, a letter shall be submitted and attach to the bid explaining the deviations. Failure to do so will cause the bid to be rejected as being non-responsive.

SCHOOL BUS CHASSIS SPECIFICATIONS

SPECIFICATIONS:

BIDDING ON \ REMARKS:

Air Cleaner

1. The engine intake air cleaner shall be properly installed to meet engine specifications with a restriction indicator.

Axles

1. Vehicle minimum axle capacities at ground when loaded shall meet the body GVWR. Axle assemblies shall have the following **minimum** capacities at ground:

Front: **10,000 lbs.**

Rear: **19,000 lbs.**

Total: **29,000 lbs. (GVWR)**

*Proposals that offer a total GVWR of more than 29,000 lbs. would exceed the minimum requirements and therefore be acceptable.

2. Front wheel bearings shall be oil filled with a see-thru inspection cup.

Brakes (*Meets all current Federal Motor Vehicle Safety Standards for air brakes*)

1. Straight air braking system including service and parking brakes.

Warning signals located within the interior of driver compartment and clearly audible and visible to the driver, that will give a continuous warning when air pressure available in the system for braking is **60 psi or less**.

2. Antilock brake system (ABS) shall control all axles.

3. **(13.5 CFM)** air compressor minimum with air dryer and reservoir capacity equal to or greater than two (2) times total volume of all brake activators at full travel.

Each reservoir tank shall have condensate drain valves that can be manually operated. These valves shall be plumbed to allow for easy access.

4. Brake system shall be designed to permit visual inspection of brake lining wear without the removal of any chassis components.

5. S-cam-type with dust covers, camshaft shall rotate in the same direction as the wheel. Automatic slack adjusters shall be the same design on all wheels.

6. Minimum brake lining sizes shall meet the following:

(4 inches front \ 7 inches rear).

7. Emergency brake system, spring loaded type with brake chambers that allow for caging. Separate valve mounted on instrument panel to activate **parking brake**.

Bumpers

Front:

1. The front bumper shall be of pressed steel channel or equivalent material at least **3/16-inch-thick**, not less than **8 inches wide (high)** and shall extend beyond forward most part of the body, grille, hood and fenders at bumpers top line.

SPECIFICATIONS:

BIDDING ON \ REMARKS:

2. Tow eyes or hooks shall be furnished and attached so as not to project beyond the front bumper. The bumper shall be designed or reinforced so that it will not deform, when bus is lifted by a chain that is passed under the bumper (*or through the bumper if holes are provided for this purpose*) and attached to both tow eyes.

Rear:

1. The rear bumper shall be of pressed steel channel or equivalent material at least **3/16-inch-thick**, not less than **9 1/2 inches** wide (high).

2. Bumper shall be wrapped around the back corners of the bus. It shall extend forward at least **12 inches** from the rear-most point of body at the floor line. Bumper shall be attached in a manner that it may be easily removed. It shall be so braced as to withstand impact from rear or side.

3. Bumper shall extend at least one inch beyond rear- most part of the body surface measured at the floor line. The bottom of rear bumper shall not be more than **30 inches** above ground level.

Color

1. The Chassis and bumpers shall be painted **black**.

2. Wheel rims shall be painted **black**.

Drive Shaft

1. Torque capacity of drive shaft assembly shall at least equal maximum engine torque as developed through lowest transmission gear reduction.

2. Drive shaft shall be equipped with protective metal guard's to reduce the possibility of it whipping through the floor or dropping to ground if broken.

Electrical system (12 volt)

Battery\Batteries (Top Post)

1. Batteries shall have a minimum total of **1,800 cold cranking amps**. Shall have **master on\off switch**.

Alternator

1. Heavy-Duty bus type alternator capable of producing a minimum output rating of **185 amperes**. The alternator shall be capable of producing a minimum of **50 percent** of its maximum output at the engine manufacturer's recommended idle speed.

Wiring

1. All wiring shall conform to current applicable recommended practices of the Society of Automotive Engineers.

2. All wiring shall be standard colors and number coding and each bus shall be delivered with a wiring diagram that coincides with the wiring of the chassis. *All wires passing through metal openings shall be protected by a grommet or loom.*

Circuits

1. An appropriate identifying diagram (color and number coded) for electrical circuits shall be provided.

SPECIFICATIONS:

BIDDING ON \ REMARKS:

Cooling System

1. The radiator and charge air cooler shall be of a **Heavy-Duty design**, tandem mounted. Cooling fans shall be a minimum of **25" diameter** with 9 blades driven by a single poly-vee belt and a fully automatic On\Off electromagnetic or viscous clutch fan.

Engine (*Majority of existing DPW bus fleet is powered by Cummins ISB 6.7 engines, therefore, preferred*).

1. Cummins ISB 6.7-liter turbo charged diesel **220-240 HP** minimum. * Or equal Electronically controlled. Must meet current **EPA** emissions requirements for Guam. Air to Air after cool. (*Must be able to operate with fuel available on Guam*).

If fuel or after treatment (Diesel Exhaust Fluid; DEF) additive is required, **30 gallons** per bus shall be provided at the time of delivery.

Exhaust System

1. The muffler and the tail pipe shall be constructed of aluminized, or equivalent corrosion resistant material. The tailpipe shall be made of at least **16-gauge** material and shall be mounted in such a way that will not cause damage to brake lines.

2. The muffler \ after treatment device (*if applicable*) and exhaust pipe shall be properly insulated from the fuel tank, lines and connections by a protective shield at any point where it is **4 inches** or less from fuel tank, lines or connections.

3. No exhaust pipe shall exit beneath an emergency exit or the fuel fill.

4. The tailpipe shall exit through the rear bumper. The tailpipe shall possess sufficient clamps and or brackets to eliminate rattles. No part of the tailpipe beyond the rear axle shall be placed lower than the bottom of skirt line or rear bumper.

Fenders\ Hood\Wheel Housings

1. The total spread of outer edges of fenders\ wheel housings\ skirts shall exceed the total spread of the front and rear tires when the front wheels are in a straight-ahead position.

2. Front fenders shall be properly braced and free from any body attachments.

3. A fiberglass or other reinforced resin composite tilt hood shall be provided. The hood opening and closing effort shall be minimized to aid the driver with pre-trip inspections and service. If the hood is not designed to remain secure in the open position, a safety prop will be required. The wiring harness shall be a "quick disconnect" type to aid with servicing.

Frame

1. Highest chassis frame PSI yield strength option, as stated in the manufacturer's brochure, shall be provided.

2. The frame shall be of such design and strength characteristics as to correspond at least to standard practice for trucks of the same general load characteristics, which are used for highway use.

3. A secondary manufacture that modifies the original chassis shall guarantee the performance of workmanship and material resulting from such modification.

SPECIFICATIONS:

BIDDING ON \ REMARKS:

4. Any frame modification shall not be for the purpose of extending the wheelbase.

5. Holes in top or bottom flanges or side units of the frame, and welding to the frame, shall not be permitted except as provided or accepted by the chassis manufacturer.

Fuel Tank (*Buses shall be delivered with full tank of fuel and fuel/after treatment additive if applicable*).

1. (60-gallon minimum) The tank shall be filled and vented to the outside of the body, the location of which shall be so that accidental fuel spillage will not drip or drain on any part of the exhaust system.

2. No portion of the fuel system, which is located to the rear of the engine compartment, except the filler tube, shall extend above the top of the chassis frame rail. Fuel lines shall be mounted to obtain maximum possible protection from the chassis frame.

3. Fuel filters shall be installed as per manufacturer's specifications. Fuel filtration shall include **water detection and separation**. At least one fuel filter shall have a replaceable spin-on or cartridge-type element.

4. Fuel tank installation shall be on the chassis right frame rail or between frame rails; the filler tube shall be located on the right side of the bus.

5. Fuel tanks shall have interior baffles to help prevent buses from fuel starvation on inclines.

Horns (Dual electric)

1. Buses shall be equipped with horns of standard make with each horn capable of producing a complex sound in bands of audio frequencies between **250 and 2,000** cycles per second and tested per the Society of Automotive Engineers Standard J--377.

Instruments and Instrument Panel

1. Buses shall be equipped with the manufacturers' standard instruments and gauges. (*Lights in lieu of gauges are not acceptable*):

Oil Filter

1. An Oil filter system with replaceable element\ s shall be provided (*Engine-mounted design*). The oil filters shall have a capacity of at least one (1) quart.

Openings

1. All openings in the floorboard or firewall between the chassis and the passenger-carrying compartment shall be sealed.

Shock Absorbers

1. Buses shall be equipped with **Heavy-Duty** front and rear double-action shock absorbers compatible with the manufacturer's rated axle capacity at each wheel location.

Steering (Power)

1. The steering gear shall be approved by the chassis manufacturer and designed to assure safe and accurate performance when the vehicle is operated with maximum load and at maximum speed.

2. If external adjustments are required, the steering mechanism must be accessible to accomplish the same.

SPECIFICATIONS:

3. No changes shall be made in the steering apparatus, which are not approved by the chassis manufacturer.

4. There shall be a clearance of at least two inches between the steering wheel and instrument panel, windshield, or any other surface.

5. The steering system shall be designed to provide a means for lubrication of all wear-points, if wear-points are not permanently lubricated.

Tires and Rims (Manufacturer's standard size) *Mud flaps at all wheels.*

1. Radial tubeless tires and rims of proper size and tires with a load rating commensurate with chassis manufacturer's GVWR shall be provided.

2. Dual rear wheels\ tires shall be provided.

3. All tires shall be of the same size and the load range of said tires shall meet or exceed the gross axle weight rating as required by FMVSS 120.

4. Buses shall be equipped with a spare tire and rim assembly, it shall be of the same size as those mounted on the vehicle.

Transmission (Automatic)

1. With auxiliary cooler. (Allison 2500 PTS) or equal.

2. The automatic transmission shall have at least four forward-gear ratios, plus integral torque converter. The transmission shift quadrant shall provide at least four forward drive ranges plus neutral and reverse ranges. Within the range selected, ratio changes shall be affected automatically and at full engine power if desirable, and without use of an engine disconnect clutch.

Turning Radius

1. 50-degree wheel cut minimum.

* Maximum applicable wheel cut feature, as stated in manufacturer's brochure shall be provided.

Wheelbase: (270" inches minimum)

BIDDING ON \ REMARKS:

SCHOOL BUS BODY SPECIFICATIONS

SPECIFICATIONS:

BIDDING ON / REMARKS:

Aisle: The aisle between the passenger seating, shall be no less than 14 inches wide.

Back-Up Warning Alarm

1. An automatic, audible alarm shall be installed behind the rear axle and shall comply with the Society of Automotive Engineers published Back-up Alarm Standards (SAE 994). The alarm shall have a protected\shielded from dirt and water spray.

Battery Compartment (Lockable with spare keys)

1. Battery/batteries shall be securely attached on a slide-out or swing-out tray in a closed, vented compartment in the body skirt, so that the battery is accessible for convenient servicing from the outside. The battery compartment door or cover shall be hinged at the front and secured by an adequate and conveniently-operated latch or other type fastener.

Color: (In accordance with colorimetry specifications of Federal Standards).

1. The school bus body shall be painted

National School Bus Gloss Yellow.

2. The body exterior paint trim, bumpers, lamp hoods, rub rails and lettering shall be **black**.

3. The roof of the bus shall be painted **white** not to extend below the drip rails on the sides of the body.

Construction

1. Construction shall be of prime commercial quality steel or other material with strength at least equivalent to all-steel as certified by the bus body manufacturer. All such construction materials shall be fire resistant.

2. Construction shall be dust proof and watertight, so the bus does not leak under normal operating conditions.

Defroster\Defogger

1. Manufacturer's standard windshield defogger system conforms to SAE standards J0381 & 382.

Doors

1. **Service Door:** Manual preferred or Air operated acceptable.

2. The service door shall have a minimum horizontal opening of **24 inches** and a minimum vertical opening of **68 inches**.

3. The service door shall be **outward opening**.

4. Lower, as well as upper door panels, shall be of approved safety glass. The bottom of each lower glass panel shall not be more than **10 inches** from the top surface of the bottom step. The top of each upper glass panel shall not be more than **6 inches** from the top of the door.

5. Vertical closing edges on entrance doors shall be equipped with flexible material to protect the children's fingers.

SPECIFICATIONS:

BIDDING ON \ REMARKS:

6. There shall be no door to the left in the driver's compartment.

7. All doors shall be equipped with padding at the top edge of each door opening. Pad shall be at least **three inches** wide (high) and **one inch** thick and extend the full width of the door opening.

8. The amber warning lights shall be activated from a momentary switch.

Emergency Exits

Emergency Doors:

2-inch black vinyl adhesive lettering shall be placed on the exterior middle of **rear exit door** and read the following:
("Stop When Top Red Lights Are Flashing")

1. The rear emergency door shall be hinged on the right side. Exit shall open outward and be labeled inside to indicate how it is to be opened. A device shall be used that holds the door open to prevent the emergency door from closing during emergencies.

2. The upper and lower portions of the emergency doors shall be equipped with approved safety glazing.

3. There shall be no steps leading to the emergency door.

4. The words **EMERGENCY DOOR**, in letters at least two inches high, shall be placed at the top of or directly above the emergency door or on the door in the metal panel above the top glass, both inside and outside of the bus. The words **EMERGENCY EXIT** in letters at least **2 inches** high shall be placed on the exterior body directly above each emergency window/s.

5. The emergency door shall be equipped with padding at the top edge of door opening. Padding shall be at least **three inches** wide (high) and **one inch** thick, and extend the full width of the door opening.

6. There shall be no obstruction higher than **1/4 inch** across the bottom of the emergency door opening.

Note: A side emergency door is not required. However, if installed, it must meet the requirements as set forth in FMVSS 217 (a), regardless of its use with any other combination of emergency exits and the following:

*A left side emergency door shall have a 20-inch unobstructed passageway and no flip seat is to be used. A barrier shall be used just before the door opening.

Will the buses be equipped with a left side emergency door?

() Yes _____

() NO _____

Additional Emergency Exits:

1. All school buses shall be equipped with two emergency window exits per side, and two roof hatches.

2. Each emergency exit shall comply with FMVSS 217. These emergency exits are in addition to the rear emergency door or exit. Roof hatches must be Transpec Standard Vent, Model 1970, Specialty Manufacturing 8600,8900, or 9000 series or equal.

SPECIFICATIONS:

BIDDING ON \ REMARKS:

3. Emergency exit windows shall be as evenly spaced as possible under FMVSS 217 guidelines and shall not be obstructed by any devices.

4. In addition to the audible warning required on emergency doors by FMVSS 217, additional emergency exits shall also be like protected. Warnings for these exits shall be clearly audible to the bus driver.

5. School bus emergency exits shall be marked with a minimum one inch wide strip of retroreflective tape red, white or yellow in color, to be placed around the outside perimeter of the emergency exit opening, not the emergency exit itself. The words **EMERGENCY EXIT**, in letters at least two inches high, shall be placed on the body directly above each emergency window.

Emergency Equipment *(All emergency equipment shall be installed forward of the front barriers).*

Fire Extinguisher:

1. Buses shall be equipped with at least one pressurized, dry chemical fire extinguisher complete with hose to meet Underwriters Laboratories, Inc., approval. A pressure gauge shall be mounted on the extinguisher and easily read without moving the extinguisher from its mounted position.

2. The bracket shall be a heavy-duty, snap-in, spring type. Band type holders are not acceptable. Fire extinguisher brackets shall be Brooks Equipment Company # 4SC or Ridgeway Bus Products # 51-05 or equal.

3. The fire extinguisher shall have a capacity of **five pounds** with an Underwriters Laboratories total rating of 2A10BC or greater. The operating mechanism shall be sealed with a type of seal that will not interfere with the use of the fire extinguisher.

First-Aid Kit:

1. Buses shall have a removable, moisture-proof and dust-proof first-aid kit stored in a metal container and mounted with a separate bracket in an accessible place in driver's compartment. This place shall be marked to indicate its location. Strap-type mounting brackets are not acceptable.

2. Contents shall include, at least, the following:

- 2 1" x 2 1/2 yards adhesive tape rolls
- 24 sterile gauze pads 3" x 3"
- 100 3/4" x 3" adhesive bandages
- 8 2" bandage compress
- 10 3" bandage compress
- 2 2" x 6" sterile gauze roller bandages
- 2 non-sterile triangular bandages approximately 40" x 36" x 54" with
- 2 safety pins
- 3 sterile gauze pads 36" x 36"
- 3 sterile eye pads
- 1 pair rounded-end scissors
- 1 pair latex gloves
- 1 mouth-to-mouth airway

Body Fluid Clean-up Kit:

1. Each bus shall have a removable and moisture-proof body fluid clean-up kit stored in a metal container. Strap-type mounting brackets are not acceptable. It shall be properly mounted and identified as a body fluid clean-up kit. Must meet OSHA regulations.

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Warning Devices:

1. Each school bus shall contain at least three (3) reflectorized triangle road warning devices mounted in an accessible place in the driver's compartment or outside storage compartment. These devices must meet requirements in FMVSS 125.

Floor and Floor Coverings

1. The floor in the under-seat area, including the tops of the wheel housing, driver's compartment and toe board, shall be covered with a rubber floor covering or equivalent, having a minimum overall thickness of **1/8 inch** and a calculated burn rate of 0.1 or less using the test measures, procedure and formulas in FMVSS 302 Flammability of Interior Materials.

2. The floor covering in the aisle shall be of aisle-type rubber or equivalent, wear resistant, and ribbed. The minimum overall thickness shall be **3/16 inch** measured from tops of ribs.

3. The floor covering must be permanently bonded to the floor and must not crack when subjected to sudden changes in temperature. Bonding or adhesive material shall be waterproof and shall be of a type recommended by the manufacturer of the floor-covering material. **All seams** must be sealed with waterproof sealer.

4. Buses shall have a screw-down plate to access **fuel tank sending unit** that is secured and insulated. The plate shall be mounted so that access is readily available to repair personnel and so that the floor covering is not disturbed during the repair process.

5. The floor shall be of metal or alloy at least equal in strength to **14-gauge** prime commercial quality steel and so constructed that exhaust gases cannot enter the passenger compartment.

6. All closures between the bus body and the engine compartment shall be fitted with gas-tight gaskets and pedal openings shall be closed bellows type, gas-tight boots.

Handrail(s)

1. At least one handrail shall be installed. The handrail(s) shall assist passengers during entry or exit, and shall be designed to prevent entanglement.

Hinges

1. All exterior metal door hinges which do not have stainless steel, brass, or nonmetallic hinge pins or other designs that prevent corrosion shall be designed to allow lubrication to be channeled to the center 75% of each hinge loop without disassembly.

Identification

1. School bus bodies shall bear the words, **SCHOOL BUS**, in eight-inch black letters on National School Bus Yellow, on the front and back of the bus (lettering between flasher lights). **Government of Guam School Bus** shall be on each side of the bus in at least 8 - 10 inch, black standard, unshaded letters. Lettering shall conform to "Series B" of Standard Alphabets for Highway Signs. *Each bus shall be numbered on both, front sides and the rear, before being put into service. DPW will inform vendor of assigned numbers to be placed on buses. (8-10 inch, black lettering)*

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Inside Height

1. The inside body height shall be **73 inches** or more, measured metal to metal, at any point on the longitudinal center line from the front vertical bow to the rear vertical bow. (*Highest interior height option as stated in manufacturer's brochure shall be provided*).

Insulation

1. Ceilings and walls shall be **insulated** with proper material to deaden sound and reduce vibration to a minimum.

2. Floor insulation is **not required**, however, if provided it shall be either **5-ply nominal 19/32 inches** thick marine grade plywood, or a material of equal or greater strength.

All exposed edges of floor insulation material shall be sealed.

(If insulated, upon delivery of buses a statement explaining type of material used shall be provided).

Interior

1. The interior of the bus shall be free of all unnecessary projections, which include luggage racks and attendant handrails, likely to cause injury. This standard requires inner lining on ceilings and walls. If the ceiling is constructed to contain lapped joints, the forward panel shall be lapped by the rear panel and exposed edges shall be beaded, hemmed, flanged, or otherwise treated to minimize sharp edges.

2. The driver's area forward of the foremost padded barriers will permit the mounting of required safety equipment and vehicle operation equipment.

3. Any added equipment shall be flush mounted.

Lamps and Signals

1. Interior lamps shall be provided which adequately illuminated aisle and step well. **Step well lights** shall be illuminated by a service door operated switch, to illuminate only when headlights and clearance lights are on and the service door is opened.

2. **Clearance lamps** shall automatically illuminate when the headlights are in the "on" position.

3. **L.E.D. lighting** shall be used in all exterior body lamps and signals. Eight-way flashing lights and **stop arm** shall be strobe-type L.E.D. Manufacturers' front chassis lamps are exempt from this requirement.

4. Buses shall be equipped with two red lamps and two amber lamps at the rear of the vehicle and two red lamps and two amber lamps at the front of the vehicle. One amber lamp shall be located near each red signal lamp at the same level, but closer to the vertical centerline of the bus.

5. **The signaling system, including red and amber signal lamps and a stop arm with alternating flashing lamps, shall be so designed and wired as to have the following characteristics:**

A. When the **entrance door is closed**, a **manual push button** may be depressed and the amber pilot light and amber warning lights will flash.

B. When the **entrance door is opened**, the amber pilot and amber warning lights will go off, and the red pilot and red warning lights will flash; also, the stop arm will be extended and lights on the stop arm will flash.

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2. Each school bus shall be equipped with a system of **exterior mirrors** as defined in FMVSS 111.

3. **Rear vision mirrors** shall be capable of providing a view along the left and right sides of the vehicle which will provide the driver with a view of the rear tires at ground level.

4. The **cross-view mirror system** shall provide the driver with indirect vision of an area at ground level from the front bumper forward and the entire width of the bus to a point where the driver can see by direct vision. The cross-view system shall also provide the driver with direct vision of the area at ground level around the left and right front corners of the bus to include the tires and service entrance to a point where it overlaps with the rear vision mirror system. A **metal reinforcement plate or bell mounts** shall be installed in order to reinforce cross view mirror mounting base areas.

5. This system of mirrors shall be easily adjustable but be **rigidly braced** to reduce vibration.

Mounting

1. The chassis frames shall support the rear body cross member. The bus body shall be attached to the chassis frame at each main floor sill, except where chassis components interfere, in such a manner as to prevent shifting or separation of the body from the chassis under severe operating conditions.

2. **Insulation material** shall be placed at all contact points between the body and chassis frame and shall be so attached to the chassis frame or body that it will not move under severe operating conditions.

Overall Length (Bumper to bumper)

1. The overall length of the bus shall not exceed **40 feet** excluding accessories.

Overall Width

1. The overall width of the bus shall not exceed **102 inches** excluding accessories.

Public Address System (Incorporated with *AM/FM Radio-CD system*)

1. Buses shall be equipped with a public-address system having **interior and exterior speakers**. Interior speakers shall be flush mounted with ceiling. A **metal reinforcement plate** shall be installed in order to reinforce exterior speaker's mounting base area.

Retro-reflective Material

1. The rear of the bus body shall be marked with strips of retro-reflective National School Bus Yellow (NSBY) material to outline the perimeter of the back of the bus using material which conforms with the requirements of FMVSS 571.131 (Table I). The perimeter marking of rear emergency exits per FMVSS 217 and/or the use of retro-reflective SCHOOL BUS signs partially accomplish the objective of this requirement. To complete the perimeter marking of the back of the bus, strips of at least one-inch retro-reflective NSBY material shall be applied horizontally above the rear windows and above the rear bumper, extending from the rear emergency exit perimeter marking outward to the left and rear corners of the bus. Vertical strips shall be applied at the corners connecting these horizontal strips.

2. **SCHOOL BUS** signs, if not of a lighted design, shall be marked with Retro-reflective NSBY material comprising a **background** for lettering of the front and/or rear **SCHOOL BUS** signs.

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3. The sides of the bus body shall be marked with retro-reflective NSBY material at least **one inch** in width, extending the length of the bus body and located (vertically) between the floor line and the belt line.

Rub Rails:

1. There shall be one rub rail located on each side of the bus approximately at **seat level** which shall extend from the rear side of the entrance door completely around the bus body (except emergency door or any maintenance access door) to a point of curvature near the outside cowl on the left side.

2. There shall be one additional rub rail located approximately at the **floor line** which shall cover the same longitudinal area as the upper rub rail, except at the wheel housing, and shall extend only to radii of the right and left rear corners.

3. Rub rails above the floor line shall be attached at each body post and all other upright structural members.

4. Each rub rail shall be **4 inches** or more in width (high) in their finished form, shall be of **16-gauge** metal or other suitable material of equivalent strength, suitable to protect body side panels from damage. Rub rails shall be constructed in a corrugated or ribbed fashion.

5. Rub rails shall be applied to the outside of the body or outside body posts. Pressed-in or Snap-on rub rails do not satisfy this requirement.

6. The bottom edge of the body side skirts shall be stiffened by application of a rub rail, or the edge may be stiffened by providing a flange or other stiffeners.

Seat Belt for Driver

1. The driver's seat shall be equipped with the seat belt anchored to the floor, housed in scabbard and equipped with an emergency locking retractor (one side only). The driver's seat shall be equipped with a Type II occupant protection (lap and shoulder belt). Adjustability of the mounting point for the driver's seat belt pillar loop shall be provided to accommodate all heights and weights of bus drivers without interference with the driver's face or neck. The requirements of FMVSS 209 and 210 shall be met.

2. The driver's seat belt shall be high visibility **orange or lime green** in color on all buses. All buses must be equipped with a continuous audible and visual **warning signal** activated when the driver's seat belt is not fastened and the ignition is in the on position. The warning signal shall be different from low air or emergency exit buzzer.

Seats and Crash Barriers (Seat belts for passenger seats not required). Seating capacity shall be **60** passengers not including driver.

1. Seats shall be spaced to obtain a minimum of **24-inch** hip-to-knee room measured horizontally at the seat cushion level at the transverse centerline of the seat.

2. A (**3 passenger x 2 passenger**) seating plan shall be used: **12** left side seats, each **45** inches wide and **12** right side seats, each **30** inches wide shall be installed.

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3. All **seats** shall be bench style, forward facing, have a minimum depth of **15 inches** and conform to the seatback height requirements of FMVSS 222.

4. All seats and backs shall be a **standard color**. Seat and back cushions of all seats shall be designed to safely support the designated number of passengers. All seat coverings shall meet FMVSS regulations and School Bus Manufacturer Technical Council Guidelines.

5. All seats shall be bench style, forward facing, have a minimum depth of 15 inches and conform to the seatback height requirements of FMVSS 222. No transit or activity seat will be used. There shall be no armrest on student seats. No bus shall be equipped with **jump seats or portable seats**.

6. The **driver seat** shall be of the high back, air or mechanical suspension, box pedestal-type with a minimum seat back adjustment of 15 degrees and with a head restraint to accommodate a 95-percentile adult male (95 percentile adult male as defined in FMVSS 208).

7. All **restraining barriers** and **passenger seats** shall be constructed with materials that, at a minimum, meet the criteria contained in the School Bus Seat Upholstery Fire Resistant Test.

8. A **driver storage pouch** shall be provided on the front of the barrier behind driver's seat. This pouch shall be fire resistant and the same color as the bus seats.

9. **Crash barriers** shall be placed behind the driver's seat and step well. An aluminized **modesty panel** on both of the front barriers shall be installed and shall extend to the floor and to the wall. Stanchions are not acceptable.

Step Treads

1. All steps, excluding the floor line platform area, shall be covered with a **3/16-inch** pebble-tread-type, rubber floor covering or other materials equal in wear and abrasion resistance to top grade rubber.

Steering Wheel

1. Manufacturer's standard with **tilt and telescopic adjustment**.

Stirrup Step

1. There shall be one stirrup step on each side of the front of the body for use in cleaning the windshield and lamps. There shall be one handle on each side, at least **eight inches** in length suitably located for the driver to use while cleaning the windshield and lamps. The stirrup steps and the handles shall be of rust-resistant material.

Stop Arm Signal (Air Powered)

1. All stop arm signals shall be of the **strobe-type** and have high-intensity, Retro-reflective coating. The stop signal – arm shall comply with the requirements of FMVSS 131.

Sun Shield

1. Each school bus shall have an interior adjustable **sun visor** with minimum measurements of **6 inches** by **30 inches**. It shall be installed in a position convenient for use by the driver, anchored on both ends, and shall be tinted transparent plastic or phlex-o-glass.

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Windshield Wipers

- 1. A windshield wiping system, two speed or variable speed, with an intermittent feature shall be provided. The wipers shall meet the requirements of FMVSS 104.
- 2. The wipers shall be operated by one or more air or electric motors of sufficient power to operate the wipers.

Wiring

- 1. All wiring shall conform to current standards of the Society of Automotive Engineers.
- 2. The entire electrical system of the body shall be designed for the same voltage as the chassis on which the body is mounted.
- 3. All wiring shall have an amperage capacity equal to or exceeding the designed load. All **wiring splices** are to be done at an accessible location and noted as splices on the wiring diagram.
- 4. A **body-wiring diagram** of easily readable size shall be furnished with each bus body or affixed in an area convenient to the electrical accessory control panel.
- 5. The body power wire shall be attached to a special terminal on the chassis.
- 6. All wires passing through metal openings shall be protected by a grommet.
- 7. Wires and tubing shall be enclosed within body panels.

Circuits:

- 1. Wiring shall be arranged in circuits as required with each circuit protected by a circuit breaker or electronic protection device. A system of color and number coding shall be used and an appropriate **identifying diagram** shall be provided to DPW along with the wiring diagram provided by the chassis manufacturer.
- 2. Each body circuit shall be coded by number or letter on a diagram of circuits and shall be attached to the body in readily **accessible location**.

Required accessories and additional options:

- 1. (1) set wheel chocks per bus.
- 2. Anti-vandalism package (i.e. Door locks) with spare keys.
- 3. An exterior storage compartment (lockable) shall be provided.
- 4. An interior overhead storage compartment(lockable) mounted above the driver's area shall be provided.
- 5. (3) sets per bus of all keys required for buses. All buses shall be keyed Alike.
- 6. (1) Line setting ticket (*fast moving parts list*) per bus.
- 7. All mounting hardware for license plates.

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8. (Protective Coatings) A durable, high-performance, hardened\ dry type, black colored coating shall be applied to the inner portions of exterior storage & battery boxes and their inner door panels. This coating shall guard against corrosion, abrasion, impact and weather. The coating shall provide a flexible, textured surface.

A clear, durable, self-healing, protective coating equaled to that utilized in commercial bus and auto applications which guards against corrosion and weather shall be applied on top of standard paint in areas including: Perimeters of doors, lower skirt seams and all door hinges.

Certification of the application of these coatings shall be provided at the time of delivery to DPW.

Special Provision:

Factory Inspection Trip “Post construction and assembly \ Pre- shipment inspection”:

The contractor shall include in the bid/quote price, a factory inspection trip for (2) two employees from the Department of Public Works (DPW) for the purpose of the inspection and testing prior to the shipment of the buses.

In addition to the contractor or its representative, the inspection trip shall be attended by DPW personnel involved in, or responsible for, the drafting of the bid specifications, final acceptance, maintenance or operation of the buses. The trips will be to inspect the finished product, perform operational tests on buses and to ensure compliance to specifications prior to ocean shipping from manufacturer’s factory or final assembly plant, and shall consist of the following criteria:

- 1) Workmanship
- 2) Quality Conformance and compliance to bid specifications
- 3) First production Vehicle\Bus
- 4) Customer Orientation\Product briefing.
- 5) **Wash Test:** DPW personnel shall be allowed to witness a wash test performed on all buses that will be delivered. If leaks are detected, the successful bidder shall provide a factory certification that each bus to be delivered was retested and free of leaks. This documentation shall be provided at the time of delivery to DPW.

The inspection trips shall be of such minimum duration that allows for business at hand to be completed and scheduled to allow adequate time for discrepancies to be addressed and corrected before the buses are to be shipped to Guam. If discrepancies are identified, the successful bidder shall provide a factory certification that each discrepancy has been corrected.

The factory inspection shall be for a minimum of (3) three days. The inspection shall be scheduled take place no less than 12 hours after arrival to place of lodging. Departure back to Guam shall be scheduled no less than 12 hours after the final day of inspection.

The successful bidder shall provide round trip air fare, ground transportation and accommodations for (2) two representatives from the Department of Public Works for the post construction inspection and shall be responsible for the cost of:

- 1. Transportation: Guam to Factory location and Return to Guam, From lodging to factory\ assembly plant and return (i.e. rental vehicle or shuttle service)
- 2. Lodging: 1 Hotel Room per employee with (Full sized bed, Air-conditioning\heater, free Wi-Fi access) (3) Three days\nights minimum.

Lodging shall be located within a reasonable distance from factory\assembly plant.
- 3. Quantity: (2) Two Employees.
- 4. Meals: 3 meals per day, per employee to include days in transit.

*Note: The successful bidder shall provide travel information to DPW, Transportation Maintenance Division no less than (21) twenty-one calendar days prior to the scheduled departure dates.

Yes, will comply with all requirements of the provision for Factory inspection as specified.

NO, remarks: _____

Build Sheet: A factory certified document that states the standard and optional equipment\features included with the buses being offered for this bid shall be provided at least (7) seven calendar days prior to the Post construction\Pre shipment inspection. *(A manufacturer's brochure will not satisfy this requirement).*

Yes, as requested:

NO, remarks: _____

OCEAN FREIGHT

Buses shall be shipped roll on roll off service by ocean to Guam port. Buses shall be shipped under deck to prevent direct exposure to salt air and spray.

Yes, as requested:

NO, remarks: _____

Factory Recalls

All factory recalls, modification, news bulletins, illustrations, etc. shall be routed to DPW Transportation Maintenance division throughout the life of the bus.

Yes, as requested:

NO, remarks: _____

Service\Maintenance and Repair Manuals

The successful bidder shall provide DPW with (2) two complete sets of the most current service manuals (**Book Form**) and access to them electronically at no additional cost (the electronic access shall be throughout the life of the buses or no less than 15 years). Manuals shall cover the **entire bus** to include: **Engine, Transmission, Body, Chassis, Wiring locators\diagrams and all parts manuals** associated with bus.

Yes, as requested:

NO, remarks: _____

Diagnostic Equipment *(To include all user's manuals and code books or electronic access to them)*

The successful bidder shall provide DPW (1) one **complete set** of Diagnostic equipment for bus. The equipment shall include:

Software: Technician level for Engine, Transmission, Electrical\ Electronics and Brake system shall be loaded on the laptop. Access to downloadable versions and updates, at no additional cost, shall be provided. This access shall be through the life of the buses or no less than (15) fifteen years.

Hardware to include Laptop ("Tough Book" type) computer and Data ports\cables and any required accessories.

Yes, as requested:

NO, remarks: _____

Training Required: *(To be conducted by Factory\ Manufacture authorized instructor\s within 30 calendar days after delivery of busses).*

The successful bidder shall provide an **on – island, Technician level;** Factory certification type training course associated with the buses delivered. 5 – 7 Government of Guam personnel shall receive a minimum **40 hour training course**, covering but not limited to the following:

1. **Diagnostic** procedures\techniques (utilizing diagnostic equipment supplied in this bid).

2. **Maintenance and Repair** procedures\techniques for Engine, Transmission, Brakes and Electrical wiring and circuits. *(With an emphasis on multiplex wiring if applicable)*

3. Preventive maintenance procedures\techniques.

*note (Vendor shall provide info. regarding course agenda and scheduling at least 14 days prior to conducting the training).

- () Yes, as requested:
- () NO, remarks: _____

Warranty\Guarantee: *(All guarantee, warranty, and service periods begin on date of acceptance).*

1. The successful bidder shall **guarantee** all parts, components, materials and workmanship associated with the buses delivered to be free from defects for the period of (1) year / 12,000 miles starting at the date of delivery. **Unlimited** to include batteries, light bulbs, fuses etc. **Unless defect is determined to be caused by obvious operator negligence.**

- () Yes, as requested:
- () NO, remarks: _____

2. The successful bidder shall also provide all the respective manufacturers' standard warranty coverages for the complete bus and its applicable components including, but not limited to, bus body, chassis, engine, transmission and drive axle. **Certification of warranty coverages and their limitations shall be provided upon delivery of buses to DPW.**

- () Yes, as requested:
- () NO, remarks: _____

3. The successful bidder shall be fully responsible to entertain, address, negotiate and schedule any and all warranty related issues whether in house or with outside vendors.

- () Yes, as requested:
- () NO, remarks: _____

4. The successful bidder shall provide warranty services such as diagnostic, repairs or adjustments to the buses on government premises or field location. If repairs or services cannot be done on location, bidder shall have bus transferred to shop where repair can be executed at any time within the warranty period *(at no cost to the Government of Guam).*

- () Yes, as requested:
- () NO, remarks: _____

5. Vendor shall record mileage accumulated prior to delivery. The recorded mileage shall be added to mileage limitations for all warranty and service, and preventive maintenance periods.

- () Yes, as requested:
- () NO, remarks: _____

Service\ Preventive maintenance:

1. The successful bidder shall perform all manufacture's recommended **Preventive Maintenance** services, as defined by the manufacturer's scheduled maintenance guide, for the duration of the powertrain warranty or **(60 months/ 60,000 miles)**, whichever is greater, at no cost to the Government of Guam. All parts, materials, labor and disposals shall be provided. **(Cost to be included with this bid offer.) Services shall include, but not be limited to, fluid and lubricant changes, greasing, flushes, periodic maintenance inspections and tire rotations. (Tire replacements due to normal wear and daily routine inspections will be the responsibility of the Government of Guam).** **Documentation \ Service contract stating the service agreement, schedules and plan shall be included with the delivery of buses.**

- () Yes, as requested:
- () NO, remarks: _____

Warranty and service conditions:

1. The successful bidder shall be responsible for all cost associated with warranty and service.
To include but not limited to: Transport, diagnostic, parts, labor, disposal etc.

() Yes, as requested:
() NO, remarks: _____

2. During warranty period, the Government of Guam will not be liable for diagnostic fees not covered by warranty. **Exception: (Defect determined to be caused by obvious operator negligence).**

() Yes, as requested:
() NO, remarks: _____

If service is determined to be Non-Warranted, the bidder shall provide a labor cost (hourly rate) for such Requirements \$ _____/hour.

3. All warranty and maintenance services\repairs shall be performed by manufacture\factory trained, authorized technicians.

() Yes, as requested:
() NO, remarks: _____

4. Due to nature of services provided by the Government of Guam all preventive maintenance and warranty repairs shall be subject to **priority scheduling and performed expeditiously.**

() Yes, as requested:
() NO, remarks: _____

5. If a bus is out of service for (7) seven consecutive calendar days or longer awaiting parts, service or repairs, the total amount of time shall be added to all active warranty, service and preventive maintenance periods.

() Yes, as requested:
() NO, remarks: _____

NOTE:
**** If an "Indefinite Quantity Bid" is implemented, vendor shall conform to and satisfy every aspect of this bid specification, per subsequent orders. * Exception:** Additional factory inspection trips, manuals, training and Diagnostic hardware and software shall be provided when any subsequent order or the cumulative amount of additional orders is of or reaches that of, or greater than, the original\initial amount of buses requested on this Bid.

All school buses shall receive all the factory\ manufacture recommended **pre-delivery service** prior to delivery to DPW.

Partial deliveries will not be accepted. All requirements specified must be provided at time of delivery unless stated otherwise within these specifications. (i.e. Training and or inspection)

Certificate of Origin will be provided at time of delivery.
Buses must be inspected and pass inspection by authorized **safety inspection** station.
Buses must be delivered to **the Department of Public Works** for final inspection and acceptance.

BIDDING ON:
MANUFACTURED BY: _____
YEAR: _____
MAKE: _____
MODEL: _____
DATE OF DELIVERY: _____

These specifications for **(School Bus, 60 Passengers, Type C)** were drafted by the staff of the Department of Public Works, Transportation Maintenance Division and Approved by:

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Department of Public Works

Daniel Quintanilla, Acting Superintendent, SBO
Department of Public Works

Glenn Leon Guerrero, Director
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