



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

Accountability * Impartiality * Competence * Openness * Value

MULTI-STEP BID NO. : GSA-026-19

DESCRIPTION:

TRANSPORTATION MANAGEMENT SYSTEM (TMS)
 SOFTWARE & HARDWARE

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the Multi-Step Bid to ascertain that all of the following requirements checked below are submitted in the bid enveloped, one original and three copies, 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 must not expire earlier than ninety (90) days from the date of submittal
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

- (X) **STATEMENT OF QUALIFICATIONS**

- (X) **BROCHURES/DESCRIPTIVE LITERATURE**

- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.

- (X) **OTHER REQUIREMENTS:**
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees, Current Business License

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

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

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

On this _____ day of _____, 20____, I, _____,

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

 Bidder Representative's Signature

Multi-Step Bid: GSA-026-19

TRANSPORTATION MANAGEMENT SYSTEM (TMS)
SOFTWARE & HARDWARE

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 472-4217

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding IFB _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

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

**A MANDATORY PRE-BID CONFERENCE WILL BE SCHEDULED ON May 13, 2019 AT 10:00am,
AT THE GENERAL SERVICES AGENCY CONFERENCE ROOM LOCATED IN PITI, NEXT TO THE FIRE STATION.**

All questions and concerns in regards to the Multi-Step bid must be submitted no later than May 14, 2019 before the close of business.

MULTI-STEP BID

ISSUING OFFICE:

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

1
Quintanilla *LHK* *5/19/19*

CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: May 06, 2019

BID INVITATION NO: GSA-026-19

BID FOR: **TRANSPORTATION MANAGEMENT SYSTEM SOFTWARE & HARDWARD**

SPECIFICATION: See Attached

DESTINATION: GUAM REGIONAL TRANSIT AUTHORITY

REQUIRED DELIVERY DATE: **120 DAYS UPON RECEIPT OF PURCHASE ORDER. FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION TO RENEW FOR AN ADDITIONAL ONE YEAR UPON THE AVAILABILITY OF FUNDS.**

INSTRUCTION TO BIDDER:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

Each bidder shall **submit one original and five copies of the technical bid** no later than no later than **Submission Date: 05/21/19 at 2:00 P.M.** The technical bids (one original and three copies) shall be submitted in a sealed envelope marked conspicuously with the bidder name and address, bid number, and the type of proposal (Technical Bid). Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions. Technical bids submitted will not be publicly opened.

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

NAME AND ADDRESS OF OFFEROR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

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 before me this _____ day of _____, 201__

Notary Public

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

FORM E

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

Procurement No: **GSA-026-19**
TRANSPORTATION MANAGEMENT SYSTEM (TMS) SOFTWARE & HARDWARE

Name of Offeror Company: _____ hereby certifies under penalty of perjury:

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

Signature Date

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

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations
	Wage Determination No.: 2015-5693 Revision No.: 8 Date Of Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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		13.57
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 - Electro-neurodiagnostic 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 Administrator	23.86
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 Surface Programs	(see 2)	20.74
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 _____

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

AFFIDAVIT re CONTINGENT FEES

CITY OF: _____)
ISLAND OF GUAM) SS:
)

_____ [state name of affiant signing below], being first sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offerors officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me
this ____ day of _____, 201__

NOTARY PUBLIC
My commission expires _____

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

GOVERNMENT OF GUAM

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

BID BOND
NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as
Principal hereinafter called the Principal, and (Bonding Company), _____
A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are
Held firmly bound unto the Territory of Guam for the sum of _____
Dollars (\$ _____), for Payment of which sum will
and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall
enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such
bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the
faithful performance of such Contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond
or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof
between the amounts specified in said bid and such larger amount for which the Territory of Guam may in
good faith contract with another party to perform work covered by said bid or an appropriate liquidated
amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain
full force and effect.

Signed and sealed this _____ day of _____ 20____

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

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

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

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

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

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

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

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and 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 bid 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 debarment 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 40 of these General Terms and Conditions.
13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
14. **COMPETENCY OF BIDDERS:** Bids will be considered only from 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.
- [] 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 a error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
- [] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [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.
- [] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
30. **GUARANTEE:**
- a) Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) Compliance with this Section is a condition of this Bid.**
31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
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) Solicitation form. 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. **PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by written notice received in the Government designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date of set for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
5. **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. **CANCELLATION OR REVISION OF BID:** This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
9. **REJECTION OF BIDS:** Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

10. **TERMINATION OF CONTRACT:** 1. TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)

(a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.

(c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.

11. **CONTRACT DISPUTES:** 5 GCA § 5427 is applicable to controversies between the Government and a contractor which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification reformation, or rescission. The word *controversy* is meant to be broad and all-encompassing. It includes the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

All controversies between the Government and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Government in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Government does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

The Government shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, including (1) a description of the controversy; (2) a reference to pertinent contract provisions; (3) a statement of the factual areas of agreement or disagreement; (4) a statement of the Office's decision, with supporting rationale; and a paragraph substantially as follows:

This is the final decision of the Government. You may obtain Judicial review of this decision by bringing an action in the Superior Court of Guam

Any such decision shall be final and conclusive, unless fraudulent, or the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam. The contractor shall comply with any decision of the Government of the and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam for any controversy arising under, or by virtue of, the contract; provided the contract where the Government has made a written determination that continuation of work under the contract is essential to the public health and safety.

12. **CONTRACT REMEDIES:** Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

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.

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

14. **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.
15. **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)).
16. **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.
17. **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 - GAR § 11170(e)
18. **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.
19. **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 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.

20. **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. – GAR § 11103(b)
21. **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. GAR § 11108(f)
22. **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.

23. **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.
24. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The undersigned Bidder certifies that the bid price submitted was Independently arrived at without collusion – GAR § 3126
25. **LICENSING OR CERTIFICATE(S) OF EXEMPTIONS:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
26. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidder shall not discriminate against any employee or applicant for 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.
27. **DISCLOSURES OF MAJOR SHAREHOLDERS:** (5 GCA § 5233)
As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

MULTI-STEP SEALED BID (MSB)

For

Transportation Management System (TMS) **Software & Hardware**



I. INTRODUCTION

A. USING AGENCY

The General Services Agency (GSA) of the government of Guam (hereinafter referred to either as "GSA" or "the Government") requests Bids for qualified vendors for the provision, installation, training, maintenance service, technical support, system upgrades, and customization of a software system including hardware for GRTA One-Call/One-Click Dispatch Center in accordance with the terms and conditions set forth in Multi-Step Sealed Bid # 2019-001. The Contract shall be a firm-fixed price Contract. The Guam Regional Transit Authority, Government of Guam, is the using agency or the agency that will use the Transportation Management System Software & Hardware (TMS) which is being acquired through this multi-step sealed bid invitation, and the agency awarded federal grants for this purpose.

All prospective bidders are advised that GRTA receives federal grant funding from the Federal Transit Administration (FTA) for the acquisition of TMS for its One-Call/One-Click Dispatch Center. As such, all applicable federal laws, mandates and regulations governing the use and expenditures of VTCLI grant funds must be complied with.

The purpose of the Multi-Step Sealed Bid is to solicit bids which will be evaluated to determine the bidder to design and install a fully integrated dispatch, trip reservation, scheduling, and multi-program management software systems to improve customer service, create operational efficiencies, create efficiencies in fare collection and pass distribution, improve data collection and reporting, provide staff with real-time mobile communication and automated vehicle location, etc.

The intent of the Multi-Step Sealed Bid is to provide software programs and computer hardware that offer the required functionality and expandability to assist in efficient operation of GRTA One-Call/One-Click Dispatch Center.

This bid invitation describes services to be provided, establishes procedures for the development and submission of bids by potential bidders, and discloses the criteria by which the bids submitted will be evaluated.

For a complete description of services, attached is *the Scope of Service* to this multi-step sealed bid invitation package. Bidders should demonstrate their ability to successfully perform and provide the services described herein.

B. ISSUING OFFICE AND AUTHORITY

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

Ms. Claudia S. Acfalle
Chief Procurement Officer
Government of Guam
P.O. Box 2950
Hagatna, Guam 96910

Tel: (671) 475-1700
Fax: (671) 475-1727

148 Marine Corps Drive
Piti, Guam 96915

C. LIABILITY FOR COSTS TO PREPARE BID

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

D. APPLICABILITY OF GUAM PROCUREMENT LAW

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

II. SCOPE OF SERVICE

The complete specifications for the scope of services requested are attached to this multi-step sealed bid invitation as *Attachment A* which is labeled *Scope of Service*. In addition, attached as *Attachment B* is *Federally Required and Other Contract Clauses* and attached are *Attachment C* which is titled *Government-Wide Debarment and Suspension (Non-Procurement)*, and *Attachment D* which is called *Certification Regarding Lobbying*. These attachments are incorporated into this multi-step sealed bid invitation and are an integral part hereof.

III. MULTI-STEP SEALED BID PROCEDURE

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

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

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

B. PHASE ONE DETAILS

1. **Pre-Bid Conference.** A pre-bid conference will be held at the General Services Agency Conference Room on May 13, 2019 (date) at 10:00am (time), Guam Standard Time.
2. **Interpretations and Addenda.** No oral explanation in regard to the meaning of the MSB documents will be made, and no oral instructions will be given before the award of the work. Discrepancies, omissions or doubts as to the meaning of the MSB Documents shall be communicated in writing to the General Services Agency for interpretation. Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their Offers. Any interpretation made will be in the form of an Addendum to the MSB, which will be forwarded to all holders of record and its receipts shall be acknowledged in the Offeror's offer on the MSB Cover Sheet in the space provided. All questions shall be received May 14, 2019 before the close of business at 5:00pm
3. **Format.** The un-priced technical offers and, later, priced bids, shall be typed, in English, and signed in ink. All engineering calculations and figures shall be in English units or measures commonly used in the United States. Erasures, strikeouts, or other types of changes that are evident on their face made to an offer or bid must be explained or noted over the signature of the bidder. The government reserves the right to include any part or parts of the bidder's un-priced technical offer in the final contract if the bidder is awarded a contract.
4. **Packaging of Un-priced Technical Offers.** Bidders shall submit one (1) original and five (5) copies of their un-priced technical offers. The original and copies must be enclosed in a sealed envelope or box bearing on the outside the bid number, the name of the bidder, the bidder's address, and a contact name and number. If the bids are forwarded by U.S. Postal Service, the bid packages containing the original and copies shall be further enclosed in an envelope or box and addressed to the General Services Agency.
5. **Deadline for Submission of Un-priced Technical Offers.** One (1) original and five (5) copies of each bid must be submitted to and received at the General Services Agency no later than, 2:00pm (time) Guam Standard Time, May 21, 2019 (date).
6. **Late Un-priced Technical Offers.** In no event will an un-priced technical offer be accepted after the deadline for submission. The government is not responsible for the late delivery of technical offers submitted by the U.S. Postal Service or any express delivery service.
7. **Opening of Un-priced Technical Offers.** Un-priced technical offers and any modifications thereto shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of one or more government officials or designees of the General Services Agency. A register of un-priced technical offers shall be established by the government showing the date and time each is received and the identity of the government employee receiving the package. The register is open to public inspection only after award of a contract. The un-priced technical offers of unsuccessful bidders remain closed to the public at all times.
8. **Evaluation of Un-priced Technical Offers.** All un-priced technical offers received before the submission deadline will be evaluated by an evaluation committee comprised of persons selected by the Guam Regional Transit Authority based upon their possession of education, skills or experience relative to the services sought by **GRTA**.

The criteria against which the un-priced technical offers will be evaluated are set out in Section V. Evaluation Criteria. Bidders who receive a total of 70 points or more based on the 2-Step Evaluation Process are considered "Acceptable"; bidders who receive between 60 - 69 points are considered "Potentially Acceptable"; and bidders who receive less than 60 points are considered "Unacceptable".

9. **Decision to Proceed to Phase Two or to Hold Discussions.** If there are two or more acceptable offers, then regardless of the number of potentially acceptable offers, the Chief Procurement Officer may determine that there will be effective price competition and proceed directly to Phase Two and the opening of the sealed price offers without holding discussions. However, if there is only one acceptable offer and one or more potentially acceptable offers, then the Chief Procurement Officer may either amend this multi-step sealed bid invitation to clarify its requirements or the Chief Procurement Officer may begin discussions.
10. **Amendments to Un-Priced Sealed Bid Invitation.** If the Chief Procurement Officer determines that an amendment to the multi-step sealed bid invitation is in order after receipt of un-priced technical offers, then such amendments shall be distributed only to bidders who submitted un-priced technical offers, even those found unacceptable, and all bidders who submitted an un-priced technical offer will be allowed to resubmit a revised offer with a new submission deadline. However, if in the opinion of the Chief Procurement Officer a contemplated amendment will significantly change the nature of the procurement, then this multi-step sealed bid invitation shall be cancelled in accordance with the procurement rules and a new invitation shall be issued. Notwithstanding anything in this paragraph to the contrary, the Chief Procurement Officer may also issue an amendment to the multi-step sealed bid invitation any time before the deadline for submission of un-priced technical offers.
11. **Discussions.** If in accordance with Paragraph 9 above, the Chief Procurement Officer determines that the proceedings require discussions, then the evaluation committee may hold discussions with any or all bidders whose un-priced technical offers were found to be acceptable or potentially acceptable. Before discussions begin, the Chief Procurement Officer shall notify in writing any bidder whose un-priced technical offer has been found unacceptable and the reason or reasons why. Before discussions begin, the Chief Procurement Officer shall also establish a closing date for acceptable and potentially acceptable bidders partaking in the discussions to make amendments to their un-priced technical offer based on the discussions, and notify in writing all such bidders of the closing date for amendments. The purpose of any discussion shall be for the Evaluation Committee to obtain clarification of pertinent items in the un-priced technical offer. The discussions may include on-site fact-gatherings by the evaluation committee as to the ability of the bidder to perform the services, and the bidder shall cooperate with such visits. During the discussions, the government may not disclose any information derived from one bidder to any other bidders. If during discussions, the evaluation committee finds that a potentially acceptable bidder's un-priced technical offer is unacceptable after all, then the government shall immediately notify such bidder in writing of the government's finding of unacceptability and the reason or reasons why.
12. **Amendments to Un-Priced Technical Offers.** Once discussions have begun, any bidder who has not been notified that its offer has been finally found unacceptable may submit supplemental information amending its un-priced technical offer at any time until the closing date. This is also the manner in which mistakes in the offer may be corrected during the first phase. However, bidders who have been notified of unacceptability shall no longer be entitled to submit any amendment to their un-priced technical offer notwithstanding any closing date yet pending.

C. PHASE TWO DETAILS

1. **Opening of Sealed Price Bids.** Phase One concludes when either (a) the Chief Procurement Officer determines that there are two or more acceptable un-priced technical offers and, therefore, there will be effective price competition; or (b) discussions are concluded, the closing date for receipt of any amendments to offers has passed, all potentially acceptable offers have been determined to be acceptable or unacceptable, and notices to all unacceptable bidders have been sent. Upon the conclusion of Phase One, the Chief Procurement Officer shall request that sealed price bids be submitted by each of the acceptable bidders by a deadline determined by the Chief Procurement Officer. An opening date and time will also be announced, and at the appointed date and time, the sealed price bids shall be opened in public in the same manner as regular competitive bids with a register of the results being kept.

2. **Ruling on Request for Confidentiality.** If the lowest bidder has made any request for confidentiality of proprietary data or trade secrets in its transmittal letter, then the request must be ruled upon by the Chief Procurement Officer before any award is made. If the bidder does not agree with the decision, then the Chief Procurement Officer must rule in writing and identify the portions of the un-priced technical offer which will become a part of the public record of the procurement process, and advise the bidder that the ruling may be protested in accordance with the usual procedure for protests in the Guam Procurement Law.
3. **Notice of Award.** After all rulings on confidentiality have been made and the issues settled, then an award may be made to the lowest bidder with no undecided or unsettled confidentiality issues. The **GRTA** reserves the right to conduct a pre-award audit of the bidders price offer.
4. **BID BOND REQUIREMENT:** A fifteen percent (15%) bid bond must accompany price bid envelope. The required bid bond amount is fifteen percent (15%) of total bid price. Failure to submit with price bid is cause for automatic rejection of the bid.

IV. INSTRUCTIONS AND FORMAT FOR PREPARATION OF BID

The bid to be submitted by each bidder consists of two parts. During the first phase, a bidder shall submit an un-priced technical offer consisting of one (1) original and three (3) copies in a sealed envelope or box, along with a transmittal letter and mandatory affidavits. When the second phase is announced, bidders found to be acceptable shall submit sealed prices for their offers as amended. Please follow the instructions below in preparing the un-priced technical offer and sealed price bid.

A. COVER/TRANSMITTAL LETTER

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

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

B. CONTENTS OF UN-PRICED TECHNICAL OFFER

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

1. **Statement of Minimum Qualifications.** A statement that the bidder possesses the minimum qualifications.
2. **Confirmation Statement.** A point-by-point response to all numbered sections, subsections, and attachments to the MSB is required.
3. **Identification.** The name of the bidder and the location of the bidder's principal place of business, the age of the business, and the average number of bidder's employees over the past year.
4. **Project Manager.** The Project Manager will be the primary point of contact for the services provided under the contract.
5. **Key Personnel.** The abilities, qualifications, and experiences of all key persons who manage the business or who will be assigned to oversee or supervise the required services.
6. **Experience.** A detailed listing and description of other contracts under which the bidder provided services similar in scope, size, and discipline with the services requested by the government, including dates, names and references.
7. **Compliance with technical specifications and Scope of Work, reporting and integration capabilities including compatibility.** The software systems and hardware that are being solicited shall comply with the technical specifications and the project Scope of Work provided in Attachment A. In addition, descriptions of the software systems and hardware integration capabilities and compatibility including the software systems reporting capabilities shall be provided.
8. **Project Plan.** A narrative of the project plan that the bidder will undertake to accomplish the objectives of the government's project and the work described in Attachments A. Please include the anticipated involvement expressed by a percentage and the nature of involvement of subcontractors or others relative to the scope of service. The following must be included in the Project Plan:
 - a. **Management.** Describe the proposed management composition, and discuss implementation timeline. Provide proposed organizational chart and staffing pattern.
 - b. **Implementation.** Describe the proposed project plan with proposed policies and procedures to be implemented to achieve the project plan. Also, discuss implementation.
 - c. **Training and technical assistance.** Provision of the required training and technical assistance to meet the requirements of this MSB timeline.
 - d. **Maintenance and Technical Support.** Describe a maintenance service and technical support program. Discuss contracting and subcontracting options, if applicable.
 - e. **Software/Hardware Installation.** Please explain how the software and hardware installation will be performed, including: anticipated installation completion time, installation locations, GRTA staff, transit operator's staff, TMS provider staff needed during the install.

9. Satisfactory record of past performance, integrity, and reputation. Provide copies of any awards or formal recognition received by the company directly related to its primary services of transportation.

10. Data Conversion. Explanation of how data conversion will be accomplished with current agency software to new software.

11. Client references, level of current customer satisfaction with product, company, and support.

Bidder shall provide a minimum of five (5) references to which bidder has provided services similar to those solicited in this MSB.

12. Required forms. Include required forms for offer submission and provide the following:

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

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

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

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

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

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

2. Affidavit re Non-Collusion. The offeror must represent that its offer is genuine and not a sham and that the offeror is not in collusion with others, and that the offeror has not colluded, conspired, connived or agreed, directly or indirectly with any other person or offeror to put a sham offer, or to fix the cost of the contract, or to secure any advantage against the government or any person interested in the contract.

3. **Affidavit re No Gratuities and Kickbacks.** The offeror must represent that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirements or a contract or subcontract, or to any solicitation or proposal thereof.

Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

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

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

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

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

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

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

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

- e. A violation of the requirement to pay in accordance with the most recent Wage Determination applicable to Guam may result in placement of the contractor on probationary status for one (1) year by the Chief Procurement Officer. No government contract will be awarded to that contractor during the probationary period.
- f. A bidder or offeror must represent in its bid or proposal that, if a contract results with the government from this solicitation, then during any term of such contract, the bidder or offeror will always pay wages, and will always provide health and similar benefits, to its employees affected by the requirement, in accordance with the most recent Wage Determination issued for Guam, as such Wage Determination may be changed from time to time.
- g. **Affidavit re Contingent Fees.** The offeror must represent, pursuant to 2 GAR Division 4 sections 11108(f) and section 11108 (h), that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure a contract with the government; nor has it retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- h. **Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government Property.** If a contract for services is awarded to a contractor then the service provider must warranty that no person in its employment who have been convicted of a sex offense under for provisions of chapter 25 of Title 9 of Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take correction action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

V. EVALUATION OF UNPRICED TECHNICAL OFFERS

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

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

A. GENERAL INFORMATION

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

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

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

Phase one of this comprehensive multi-step sealed bid invitation includes two (2) individual and separate steps as described below in detail. The committee will evaluate and score each un-priced technical offer based on two (2) steps as described below

Step 1-Submittal of Documents

Step 2-Overall Presentation

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

B. RATING CATEGORIES AND POINT ALLOCATION TABLE

After receipt of all un-priced technical offers, an evaluation committee will be convened to review and evaluate the offers according to the following criteria based on a maximum possible value of 100 points.

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

Categories	Evaluation Criteria	Possible Points	Points Awarded
C-1	Cover/Transmittal Letter.	1	
C-2	Ability and experience to provide transportation management system software including hardware.	24	
C-3	Compliance with technical specifications and Scope of Work, reporting And integration capabilities including compatibility.	20	
C-4	Project Plan for performance of the required services	24	
C-5	Satisfactory record of past performance, integrity and reputation.	16	
C-6	Data conversion with current agency software to new software.	8	
C-7	Client references, level of current customer satisfaction with product, Company, and support	6	
C-8	Required Forms	1	
	MAXIMUM POINTS	100 points	

C. BID STRUCTURE: STEP-1 SUBMITTAL OF DOCUMENTS

The bidders must organize their offers into the sections delineated below, with tabs separating each section. All bidders will be required to submit at a minimum the following information and documents as part of their comprehensive packet. This list is not all inclusive and bidders are encouraged to submit additional information and documents that will augment their submittal packet.

C-1 Categories

1. Refer to Section "IV. INSTRUCTIONS AND FORMAT FOR PREPARATION OF BID", A. COVER/TRANSMITTAL LETTER of this Multi-Step Sealed Bid.

C-2 Categories

1. **Statement of Minimum Qualifications.** A statement that the bidder possesses the minimum qualifications.
2. **Confirmation Statement.** A point-by-point response to all numbered sections, subsections, and attachments to the MSB is required. If no explanation or clarification is required in the bidder's response to a specific subsection, the bidder shall so indicate in the point-by-point response or utilize a blanket response for the entire section with the following statement:

"(Offeror's Name)" understands and will comply.

3. Company Overview

- a. **Identification.** The name of the bidder and the location of the bidder's principal place of business.
- d. **Type of Firm.** State whether bidder is a corporation, partnership, sole proprietorship, joint venture, etc. Provide the organizational documents for offeror and a certificate of good standing from the state or territory of formation.
- e. **Year Firm Established.** Indicate the number of years bidder has been in business with the Transportation Management System Software including Hardware under its present business name and the number of full-time personnel employed by bidder in the last twelve (12) months.
- f. **Other Firm Names.** Indicate all other names by which offeror has been known and the length of time known by each name.
- g. **Participating Branch Offices.** If applicable, state the branch offices that participated in the development of the bid, will participate in the evaluation phase, and will participate in the conduct of any services provided (office name and address).

4. Project Manager. The Project Manager will be the primary point of contact for the services provided under the contract. The Project Manager must have a minimum of 10 years of experience in all aspects of this project as described. The Project Manager shall possess the following qualifications: hands-on management skills, strong leadership skills, great interpersonal skills, demonstrated full-time experience as a project manager on similar projects; demonstrated technical competency on techniques; superb aptitude for teamwork; ability to manage and work with multi-disciplinary teams; outstanding communication skills, oral and written; excellent organization skills; excellent record keeping ability; demonstrated ability to adhere to project budget; demonstrated ability to adhere to project schedule.

- a. Identify the proposed Project Manager;
- b. Provide his/her resume and describe his/her qualifications;
- c. Explain why this person has been selected as Project Manager. Information provided should substantiate the required qualifications delineated above.

5. Key Personnel. Provide the abilities, qualifications, and experiences of all key persons who manage the business or who will be assigned to oversee or supervise the required services. Afford additional information necessary to better explain the bidder's offer is as follows:

- a. Identify by name all project managements/supervisory personnel proposed for the assigned to the individual project, and will be available at contract start. For each individual named, provide the following:
 - (1.) Resume;
 - (2.) Qualifications;
 - (3.) Academic and professional training, including accreditations; and
 - (4.) Any other information deemed relevant.
- c. Identify by title, scope of duties and proposed wage levels for all personnel proposed for assignment to the individual project. Provide an organizational chart showing chain of command and scope of duties.
- d. Provide copies of all formal certifications, training seminars, professional designations, conferences attended, etc. for all employees to include management, supervisors, system design, installation, training, maintenance service, technical support, technical assistance and any other employees proposed for assignment to the individual project.

6. Experience. A detailed listing and description of other contracts under which the bidder provide services similar in scope, size and discipline with the services requested by the government, including dates, names and references. Provide additional information necessary to better explain the bidder's offer are as follows:

- a. Provide a narrative report that describes the bidder's expertise and experience relative to the nature of work described in the scope of service.
- b. Describe in detail your firm's experience in providing TMS software and hardware. Provide the following:
 - (1.) Name of contracting entity;
 - (2.) Name of contact person, title and phone number;
 - (3.) Term of contract;
 - (4.) Number of vehicles;
 - (5.) Annual contract amount.

C-3 Categories

1. The software systems and hardware that are being solicited shall comply with the technical specifications and the project Scope of Work provided in Attachment A. In addition, descriptions of the software systems and hardware integration capabilities and compatibility including the software systems reporting capabilities shall be provided.
 - a. Describe in detail the TMS software systems and hardware to be provided for compliance with the project technical specifications and the Scope of Work.
 - b. Explanations of the software systems and hardware integration capabilities and compatibility.
 - c. Provide narratives of the systems' reporting capabilities and the names/descriptions of numerous reports the systems generate to comply with federal and local reporting requirements.

C-4 Categories

1. Provide a detailed narrative report that explains the bidder's Project Plan for the performance of the required service.
2. This Project Plan shall address the activities and procedures that shall be followed to ensure the smooth transition and start-up of the service. The Project Plan should also document project kickoff, system design, build, configure, train including schedules, test, dry run, and any other activities required.
3. **Project Plan.** Provide a narrative of the Project Plan that the bidder will undertake to accomplish the objectives of the government's project and the work described in **Attachment A**. Please include the anticipated involvement expressed by a percentage and the nature of involvement of subcontractors or others relative to the scope of service. The following must be included in the Project Plan.
 - a. **Management.** Describe the proposed management composition. Provide proposed organizational chart and staffing pattern.
 - b. **Implementation.** Describe the proposed implementation plan with proposed methodology to be implemented to achieve the project objective. In addition, discuss the implementation timeline. Provide additional information necessary to better explain the bidder's offer are as follows:

- (1.) Define firm's general approach, capacity and management philosophy for the project implementation.
- c. **Training and technical assistance.** Provision of the required training and technical assistance to meet the requirements of this MSB are as follows:
- (1.) Description of how initial training and technical assistance (TTA) on the new software and hardware will be conducted, including: length of training, locations for training (on or off site), training staff including qualifications, and the availability of on-going technical support and resources.
 - (2.) Comment on future availability of training to meet the needs of program operations subsequent to staff turnover, software upgrades and updates, and system customization.
- d. **Maintenance and Technical Support.** Describe a maintenance service and technical support program. Discuss contracting and subcontracting options, if applicable. The maintenance service should be included in all software upgrades and updates, system customization, emergency response at a minimum. Provide additional information necessary to better explain the bidder's offer are as follows:
- (1.) Describe the type of technical support and maintenance service to be employed and the methods and processes that should be utilized;
 - (2.) Provide specifics of providing system maintenance service and technical support: days/times support and maintenance are available, software upgrades and updates, system customization, emergency response, addition of optional plug-in elements, and any other activities required.
 - (3.) Name the proposed project maintenance and technical support staff and provide their qualifications.
- e. **Software/Hardware Installation.** Explanation on how the software and hardware installation will be performed, including: installation schedules, anticipated installation completion time, installation locations, GRTA staff, transit operator's staff, TMS provider staff needed during the install. Please discuss contracting and subcontracting options, if applicable.
- (1.) Provide a projected timetable of events to install and activate the software including hardware;
 - (2.) Describe the system testing methods and processes in which it shall include system testing and dry run.

C-5 Categories

- 1. **Satisfactory record of past performance, integrity, and reputation.**
 - a. Provide copies of any awards or formal recognition received by the company directly related to its primary services of transportation;
 - b. Provide copies of membership to any national or international trade organizations, and number of years as a member.

C-6 Categories

- 1. **Data Conversion.** GRTA ADA eligibility certification records are managed using Microsoft Excel, Word, etc. software in which complete paratransit customer profiles and preferences are stored and updated periodically.
 - a. Explanation on how data conversion will be accomplished and imported from the existing GRTA software such as Microsoft Excel, Word, etc. to new the TMS software of GRTA One-Call/One-Click Dispatch Center
 - b. Description of the data ownership and portability to be loaded into the new TMS software system.

C-7 Categories

1. Client references, level of current customer satisfaction with product, company, and support.

The bidder shall provide a minimum of five (5) references to which bidder has provided services similar to those solicited in this MSB. The references may include government agencies from small to medium size rural transit operators to whom the bidder, within the last 2 years, has provided services. At a minimum, the bidder shall provide the reference name, the location where the services were provided, contact person(s), telephone number, a complete description of the services provided, the dates the services were provided, and whether the project was completed within budget and on schedule. These references may be contacted to verify offeror's ability to perform the contract. GRTA reserves the right to use any information or additional references deem necessary to establish the ability of the bidder to perform the conditions of the contract. Negative references may be grounds for un-priced bid disqualification.

C-8 Categories

1. Required Documentation:

- a. Affidavit Disclosing Ownership and Commissions;
- b. Affidavit Regarding Non-Collusion ;
- c. Affidavit Regarding Non-Gratuities or Kickbacks;
- d. Affidavit Regarding Contingent Fees;
- e. Affidavit Ethical Standards;
- f. Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination;
- g. Government-Wide Debarment and Suspension;
- h. Certification regarding Lobbying.

2. Attach audited financial statements for the past five years.

3. Attach a copy of a current business license.

D. BID STRUCTURE: STEP 2- FORMAL/VIDEO PRESENTATION

Each bidder will be required to conduct a formal/video presentation to the evaluation committee at a place to be designated by the government of Guam. The presentation team should include members of bidder's upper management, supervisors, and any other key employees that will be involved directly or indirectly with the subject project.

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

BID FORM
MSB# 2019-001

Date _____

Administrative Officer
Guam Regional Transit Authority
P.O. Box 2896
Hagatna, Guam 96932

Dear Sir/Madam:

The undersigned hereby agrees to furnish and deliver to Guam Regional Transit Authority, the following in accordance with the requirements provided in this solicitation: Transportation Management System Software & Hardware - Original plus one copy (Submit in separate envelope with bid package)

BIDDERS NAME _____

BID COST

	Individual/Staff Level	Estimated Number of Hours	Hourly Rate	Extended Total Price
1.) Labor Cost* (by individual & job title, list of estimated hours, hourly rate, total cost)	\$ _____	_____	\$ _____	\$ _____
2.) Overhead (show % of labor) (attach specific breakdown of what is included in overhead)				\$ _____
3.) Travel**-- estimated transportation, lodging, meals, expenses, etc. (attach specific breakdown)				\$ _____
4.) Other Direct Expenses, estimated by category (attach specific breakdown: materials, communication, etc.)	\$ _____			\$ _____
5.) Equipment and/or software being purchased (itemize as appropriate)	Indicate quantity, unit price, and total Price			
	_____		\$ _____	\$ _____
6.) Maintenance of software/hardware -request annual pricing for 3 years (itemize as appropriate)	_____ Years			\$ _____
7.) Training (attach price breakdown if necessary)	\$ _____/hr.	\$ _____/class		\$ _____
8.) Total				\$ _____

*Attach detailed itemization of individuals or staff levels (titles). List subcontractors, separately using the same criteria.

PROCUREMENT IS SUBJECT TO THE AVAILABILITY OF FUNDING.

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

SPECIAL PROVISIONS

MSB # 2019-001

1. While every effort has been made to ensure the accuracy and completeness of the information in this MSB, GRTA recognizes that the information is not exhaustive in every detail and that all works and materials may not be expressly mentioned in the requirements of this MSB. Therefore, it is the responsibility of the bidders to include in their bid all software, including hardware, installation, training, maintenance service, and technical support and any other requirements that are necessary for the full and faithful performance of the system requirements in accordance with the objectives of GRTA. The offered system shall be complete in every response inclusive of all designs, components, installation, personnel training, recommendations for peripheral equipment, required maintenance or licensing, technical support and any other requirements in this MSB.
2. It shall be the responsibility of the successful bidder to provide, integrate, and implement software including hardware which will provide the required functionality. It will also be the responsibility of the winning bidder to test the new system with GRTA and provide maintenance and support services, to train appropriate GRTA personnel as well as its contracted personnel to use, and to maintain the system.
3. The provision, installation, training, maintenance service, technical assistance/support, system updates and upgrades, and system customization of a software system including hardware for GRTA One-Call/One-Click Dispatch Center shall be subject to the Minimum Specifications, Special Provisions, Offer Form and General Terms and Conditions in this order of priority.
4. The bidder latest version of software modules including the manufacturer's latest hardware model shall be provided.
5. The bidders shall provide a description of the work plan and the methods to be used that will convincingly demonstrate to GRTA what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished within the required timeframes and budget. At a minimum, the offeror's project approach shall delineate how the offeror intends to: accomplish project goals; address GRTA concerns and requirements; and ensure that deadlines are met. The work plan should include a detailed project schedule within the framework of the project set forth in the scope of service (Attachments A) that includes delivery timeframes.
6. The bidders shall also indicate any current or historical engagements or relationships with any public or private parties that could potentially create a conflict of interest with GRTA, the Government of Guam or any of its agencies or instrumentalities.
7. The bidders must be licensed to conduct Transportation Management System Software and Hardware business on Guam at the time of offer submission and must provide evidence of such licensure with their offers. The bidders must also demonstrate that their subcontractors are licensed to conduct business on Guam. Failure to be properly licensed at the time of offer submission or to provide evidence of licensure with the offers is grounds for disqualification of the offerors.

SPECIAL PROVISIONS 1

8. Include a statement that the bidder has established and implemented an Affirmative Action Plan for equal employment opportunities.
9. Bid shall include all applicable Guam taxes, except Federal Excise Tax from which Guam is exempted, and delivery charges Free on Board (F.O.B.) to GRTA located at Department of Public Works Compound. Freight Prepaid.
10. Manufacturer's warranty shall be enclosed with the bid form.
11. Manufacturer's brands and stock/part numbers specified do not denote a preference for that make, but specify the level of quality and performance desired. Alternate brands found to be equal to or greater in quality to the brand specified may be accepted by the Chief Procurement Officer; however, the burden to prove equality shall rest with the bidder.

12. Bidder shall not submit more than one (1) bid form and shall not submit more than one (1) bid for each item specified in the bid form. Doing so, shall be cause for rejection of all offers from that bidder.
13. A contract shall be awarded to the lowest responsible and responsive bidder, based on the **NET TOTAL OUTRIGHT PURCHASE PRICE**. Incomplete, conditional and irregular bids shall be rejected.
14. Whenever there is a mathematical error, the unit price shall govern.
15. A 15% bid bond of the total bid price is required.
16. No offer shall be withdrawn after the hour set for the bid opening.
17. Federal Certifications and Assurances: all bidders must complete and submit the certifications and assurances in Attachments B, C, & D with their bid document. Failure to include these forms may result in our bid being deemed ineligible.
18. The contract will be for a two-year period (2 years) with an option to renew for one (1) additional year from the date of issuance of a notice to proceed. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds. Therefore, the contract shall provide that, in the event funds are not available for any succeeding fiscal period, the remainder of the contract shall be cancelled. The bidders are referred to Section 3121(e) of the Guam Procurement Regulations, the terms of which are incorporated herein.
19. The successful bidder shall complete the various tasks identified herein within four (4) months from the official commencement date as specified in the "Notice to Proceed" issued by the Chief Procurement Officer. By mutual agreement between the two parties, the contract may be renewed up to 30 days. The submitted bid price shall be valid from the date of submittal through the duration of the project. **Failure to meet the delivery requirement shall automatically disqualify a bidder as being non-responsive.**

SPECIAL PROVISIONS 2

20. Basis of Payment: the successful bidder will be compensated by GRTA for deliverables/services, as specified in the contract, for work completed in a satisfactory manner.
21. Multi-Step Bid shall be submitted in a sealed envelope, and shall be on the bid form provided. Faxed offers shall be rejected.
22. Bidder shall deposit his sealed offer with the Bid Receiver, General Services Administration, 148 Marine Corps Drive, Piti, Guam 96913.
23. Bids must be submitted no later than **2:00 o'clock p.m.** on the date designated for the "Submission Date". Bids mailed and postmarked earlier than the date and time specified, but time stamped later shall be rejected. Bids received and time stamped earlier at other locations, but time stamped by the bid receiver later than the date and time specified, shall also be rejected.
24. Any questions pertaining to the technical aspects or solicitation shall be directed to the General Services Agency Ms. Claudia Acfalle, Chief Procurement Officer, Telephone: (671) 475-1713, or Fax: (671) 475-1727 or (671) 475-4217.
25. Substitution requests must be received at least ten (10) calendar days prior to the bid opening date. Any acceptable modifications or clarifications shall be made by issuance of an addendum, and shall be given by written notice to all parties.
26. Provide a detailed cost estimate of charges for the software including hardware personnel training, technical assistance services, system support and maintenance, subsequent customization, upgrades and any other required activities within the software version.

SPECIAL PROVISIONS 3

ATTACHMENT A: SCOPE OF SERVICE

1. CRITICAL TRANSPORTATION MANAGEMENT SYSTEM (TMS) SOFTWARE AND HARDWARE TECHNOLOGIES

The purpose of the MSB is to solicit bids for the design and installation of a fully integrated dispatch, trip scheduling, and multi program management software system to improve customer service, create operational efficiencies, create efficiencies in fare collection and pass distribution, improve data collection and reporting, provide staff with real-time mobile communication and automated vehicle location, etc.

The intent of the MSB is to provide software programs and computer hardware that offer the required functionality and expandability to assist in efficient operation of GRTA One-Call/One-Click Dispatch Center.

Background of GRTA Operations: Presently, GRTA operates an island-wide public transit system through a contract with a consortium of privately-owned bus tour companies that provides the bus operators, bus operation supervisors, transit dispatch service including personnel such as dispatchers, and schedulers.

Demand Response Paratransit & Fixed Route Services: Currently, six (6) ADA accessible vehicles run GRTA demand responsive paratransit service. In addition, GRTA operates fixed route service with six (6) ADA accessible transit vehicles. GRTA paratransit & fixed route services are provided Monday through Saturday, from 5:30 a.m. first run to 12:30 p.m. for the morning shift. And, for the afternoon shift, from 1:30 p.m. to 7:30 p.m. last run up to 8:30 p.m.

Current Fleet: GRTA fleet includes twelve (12) ADA compliant minivans and eleven (11) 17-passenger ADA compliant cutaway buses for a total of twenty-three (23) Government of Guam owned vehicles. Moreover, on as needed basis, GRTA transit contractors provide additional buses to augment GRTA transit fleet. With available *Bus & Bus Facilities Infrastructure Investment Program* (49 U.S.C. 5339) funds, GRTA is in preparation to acquiring approximately ten (10) brand new 14-passenger ADA compliant cutaway buses.

The following components are identified as the most critical TMS software technologies that benefit GRTA and its customers.

1.1 General Category for Paratransit and Fixed Route

- a. GPS-based maps to display;
- b. On-board devices providing messaging and routing information, fare collection, passenger counts;
- c. Expandable platform to allow growth and additional technologies to meet the future needs;
- d. Open Architecture design to allow possible future integration with third party technologies and applications;
- e. Data conversion tool to transfer historical data.

1.2 Paratransit

- a. Centralized data management;
- b. Manual, computer-assisted, and fully automated scheduling optimization tools for paratransit trips;
- c. Dynamic real-time dispatching tools, allowing for data display, schedule changes, alert and notifications;
- d. Estimated time of arrival and departure;
- e. GPS-based vehicle location and position transmission technologies;
- f. Fare card reader and coded fare card printing capabilities;
- g. Trip-by-trip ADA eligibility tools;
- h. Reporting capabilities including ability to provide NTD (National Transit Database) and ADA (Americans with Disabilities Act) reporting requirements and generate economic indicators. For paratransit, all of Section 2 of this Scope of Service shall apply;
- i. Vehicle inventory and maintenance scheduling and tracking;
- j. Driver information;
- k. Tablet integration.

1.3

Fixed Route

- a. Centralized data management;
- b. GPS-based vehicle location and position transmission technologies;
- c. Fare card reader and coded fare card printing capabilities;
- d. Vehicle inventory and maintenance scheduling and tracking;
- e. Driver information;
- f. Reporting capabilities including ability to provide NTD (National Transit Database) and ADA (Americans with Disabilities Act) reporting requirements and generate economic indicators;
- g. Tablet integration.

The TMS software shall have multiple features in a single, integrated format suitable for public transportation operations as specified below. The software system shall be web-based, requiring only internet capability from any device for access.

2. SOFTWARE FEATURES DESIRED

The selected software system shall be modular and shall be able to include additional modules for further automation as and when desired. At the very least, it is desired that the selected system will include the following:

2.1 Customer Management

a. Customer Profile and Preferences

- (1) The system shall include the complete profile of the customer such as their first, middle, and last name; primary and secondary addresses; village of residence; home, work, and mobile phones; date of birth; gender; ethnicity; and language;
- (2) The customer preferences such as their medical and disability information, special need and assistance, mobility requirements, assistance needs, guest/attendant requirements, and other individual personal needs or requirements shall be included in the system.

b. ADA Eligibility Management and Certification

- (1) Client Registration shall only be done once;
- (2) The system shall have the date of funding and program eligibility or recertification, automated customer suspensions, and no show policy management;
- (3) The system shall have the ability to mark existing clients as "Inactive" with automated travel restrictions. It shall also allow for "Inactive" clients to be re-activated.

c. Address Management and Map Location

- (1) The system shall be able to plot client address(es) on a map for address verification-geocoded address information;
- (2) The system shall have a field concerning mobility type, service window to load and unload, and dwell time for loading passengers with mobility devices in compliance with FTA's ADA requirements;
- (3) The system shall also include comment section for dispatchers and drivers.

2.2 Reservation

a. TMS Reservation

- (1) The reservation system shall allow client selection from a drop-down list;
- (2) The reservation system shall have the ability to manage subscription trips automatically thereby avoiding the input of similar trip repetitively, and to suspend the subscription reservation for a period of time;
- (3) To monitor the workload, the reservation system shall allow for subscription trips to be merged into future schedules;
- (4) The reservation system shall include an alert engine to advise reservationists of invalid, conditional eligibilities, or trip restrictions with the ability for supervisory override, and an alert engine to inform reservationists of Pickup and/or Drop-off times, and acceptable windows;

- (5) The offered system shall have an option to provide call generation to clients the day or evening before their trip for trip confirmation;
- (6) In the reservation system, the selection of common destinations shall be available in a drop-down list;
- (7) In the reservation system, return trips shall be created by automatically flipping the outbound trips and additional trip legs shall be easily added;
- (8) In the reservation system, every reservation shall be able to be associated with a sponsoring agency that is responsible for trip payment. This information shall be available to generate billing reports that are included in the software system;
- (9) The reservation system shall have the capability of linking reservations with a trip purpose. This information will be utilized for creating trip counts by trip purpose.

b. Online Reservation and Riders' Access to Information

- (1) The TMS software shall have the capability to receive reservations requested online and riders' access to real-time transit information via web portals, SMS Text Messaging, Smartphone Apps, and Notifications that cater not only to the general riding public and individuals with disabilities, but particularly to those that are visually and hearing impaired thru their personal computers and smart phones with the aid of assistive technology.

2.3 Scheduling

- a. With the scheduling system, the schedulers shall be able to plot the trip on a map for visual verification, and for automated trip mileage calculation;
- b. The scheduling system shall provide for fare calculation when trip is booked and shall allow for easy editing of scheduled trips;
- c. The scheduling system shall utilize Computer-Assisted Scheduling Tools for real-time and online scheduling;
- d. The scheduling system shall have the capability to assist the scheduler in their scheduling decision-making and shall provide recommendations from the most efficient to the least;
- e. The scheduling system employs GIS in automated scheduling/routing, maps, driving directions, and trip distance computations.

2.4 Dispatching

- a. The dispatching system shall allow dispatchers quick access to schedule, trip, customer information; to make last minute changes to routes and schedules; and to manage no-show, cancellations, and trip status;
- b. The dispatching system shall permit quick access to information or data concerning daily transit operations;
- c. The dispatching system shall be able to enter trip information such as odometer readings, stop times, and driver/customer comments;
- d. The dispatching system shall have real-time communications (send/receive messages to/from drivers) with the bus operators by means of tablet devices on the vehicles;
- e. The dispatching system shall be flexible enough to allow for a subset of trips selection, to display trips for just one client, to sort the displayed trips in various ways, to easily view "future" schedules without leaving this screen;
- f. With the dispatching system, transit operators shall be able to easily and immediately receive new trips entered and/or updates made to existing trips;
- g. The dispatching system shall provide visual aids for easily distinguishing "pending" trips and "completed" trips, etc.;
- h. The dispatching system shall be able to filter and format views to highlight key dispatch issues;
- i. The dispatching system shall be able to calculate and estimate time of arrivals based upon stop times and route performance.

2.4 Vehicle Inventory & Maintenance Scheduling/ Tracking

- a. This system shall support the maintenance of a vehicle inventory. The vehicle data shall include such items as vehicle maintenance, repairs and expenses, including date and mileage when maintenance was performed as required by GRTA and FTA maintenance reporting requirements;
- b. The system shall allow for scheduling "Maintenance Reminders" by mileage and/or date;
- c. The system shall provide for generation of Vehicle Inventory Reports (by vehicle) and Vehicle Expense Reports (by vehicle, time period, expense categories, vendors, etc.).

2.5 Driver Information

- a. The driver management module shall have the ability to manage drivers' schedules and shall allow for tracking and reporting of driver personnel data (i.e. address, phone, emergency contact number, social security number, internal ID, driver license number, date of birth, date hired, termination date, etc.), completed driver training, accident and incident records, drug and alcohol testing requirements, work schedule, and other important data needed to properly manage the drivers;
- b. The system shall allow for scheduling "reminders" of training needed;

2.6 Reporting

- a. It is of extreme importance that the selected system provides for capturing and storing information necessary for all local and federal government reporting. In addition, the system shall provide built-in standard reports and easy generation of the same with the ability to customize. These reports shall include; but not be limited to: operating statistics such as drivers' daily trip schedules, passenger counts, passenger counts by various categories, age, etc., unduplicated counts, trip counts by trip purpose, counts by destination and originating locations, and productivity statistics for routes, runs, vehicles, and services such as late cancellations, no shows, ride denials, on-time performance, and any other required reporting by the ADA (Americans with Disabilities Act);
- b. The system shall provide all data and information necessary for National Transit Database reporting, including revenue miles, non-revenue miles, revenue times, non-revenue time and one-way trips, and any other required NTD reporting data;
- c. The system shall provide an easy method of creating customized reports to provide specific local and federal reporting requirements;
- d. The system shall provide for exporting report results to various formats such as Excel, Access, Microsoft Word, etc. for further data manipulation, conversion, etc.;
- e. The system shall provide for reporting economic indicators to demonstrate the economic impact of transportation services;
- f. It is required that the reporting be a part of the total system and not based on the use of any third party software.

2.7 Tablet Integration

- a. The offered system shall provide for integration with devices for the drivers/vehicles, for the electronic manifest delivery, and for the vehicles' Automatic Vehicle Location (AVL), or tracking system. The system shall provide integration with Androids, iPads, and a combination of both;
- b. The offered system shall support driver pre-and post-trip inspections on the tablet devices, with the ability for all noted exceptions to be emailed to the fleet manager. The manifests shall not be delivered until pre-trip inspections are signed as completed;
- c. The offered system shall permit the drivers to log their breaks on the tablet devices;
- d. The offered system shall have the capability for drivers to send and to receive messages to and from the dispatchers;
- e. The offered system shall provide real-time communication between the drivers and dispatchers with the required visual vehicle indication; when clients are picked up, dropped off, or marked as a no-show by the drivers;
- f. The offered system shall have the capability for the drivers to trigger calls to the clients on vehicle approach;
- g. The offered system shall have automated fare collection with smart cards. The system shall be able to create coded cards with client's photo and other information for identification purpose. The card is scanned using the operator's tablet and the bus fare is deducted in real time. The bus operator and the dispatch can reload the cards. Smart/Fare cards may be either cash cards or agency sponsored cards. Both cards are cash-less, thereby serving the purpose of documenting the clients' rides and providing a way to generate ride reports.

3. SYSTEM HARDWARE AND INTERNET SPECIFICATIONS

The provider shall provide, install, activate, and test 30 (thirty) floor mounted tablets to be used by the transit operators to directly communicate with GRTA's One-Call/One-Click Dispatch Center. In addition, the provider shall provide, install, activate, and test 4 (four) personal computers which will be used by GRTA's One-Call/One-Click Dispatchers in communicating directly with the transit operators and to connect to the TMS software provider website.

Manufacturer's brands and stock/part numbers specified do not denote a preference for that make, but specify the level of quality and performance desired. Alternate brands found to be equal to or greater in quality to the brand specified may be accepted by the Chief Procurement Officer; however, the burden to prove equality shall rest with the bidder.

3.1 Tablet Minimum Requirements

- The operating system shall be Android 4.0 or approved equal;
- The tablet display shall be 10.1" 16M-color PLS (file format) thin-film transistor (TFT) liquid-crystal display (LCD) with capacitive touchscreen of Wide Extended Graphics Array (WXGA) resolution (1280 X 800 pixels) or approved equal;
- The chipset shall be 1GHz dual-core processor with memory capacity of 16/32 GB built-in storage, microSD (up to 32 GB) external memory ,1 GB Random-Access Memory (RAM), and sensors such as gyro, accelerometer, and compass or approved equal;
- The camera shall be 3.2 MP autofocus camera with 1080 p video recording-front-facing Video Graphic Array (VGA) camera or approved equal;
- The tablet shall have messaging features such as Short Message Service (MSS), Multimedia Messaging Service (MMS) Email, Push Email, and Instant Messaging (IM) or approved equal;
- The network shall be High Speed Packet Access (HSPA) +21Mbps 850/900/1900/2100 or approved equal;
- The tablet connectivity shall be Bluetooth technology v 3.0, Universal Serial Bus (USB) 2.0 Host, Wi-Fi 802 b/g/n, Wi-Fi Direct or approved equal;
- The web browser capability for Hyper Text Markup Language (HTML), and Adobe flash with Global Positioning System (GPS) or approved equal;
- The battery shall be 7,000mAh or approved equal;
- The tablets shall have mounting system on the buses;
- The tablet shall have at least limited hardware warranty by the manufacturer.

3.2 Personal Computer (Desktop Workstation) Minimum requirements

- The desktop workstation shall have the latest Window Operating system with minimum of 4 GB dynamic random access memory (DRAM), 3.0 MB cache memory, 2.90 GHz clock speed, 2 cores, and 4 threads or approved equal;
- The desktop workstation shall have 19.5 inch white light-emitting diode (WLED) computer display panel, with 1600 x 900 high definition (HD)+ resolution with anti-glare coating or approved equal;
- The desktop workstation shall have a wireless keyboard and mouse;
- The networking shall be Ethernet LAN 10/100/1000, and wireless 802.11a/g/n card or approved equal;
- The camera shall be touch system fixed 1280 x 720 pixel ~ 0.92 M Pixel webcam or approved equal;
- The desktop workstation shall have a computer manufacturer limited hardware warranty.

The successful offeror shall provide appropriate recommendations and proper specifications concerning internet and tablet connections that are currently available on Guam, which will be needed for the Proposed GRTA's One-Call/One-Click Dispatch Center TMS software, tablet integration, etc. to be networked and synchronized correctly.

4. GENERAL ADMINISTRATIVE INFORMATION

Vendor Capabilities- Ability to provide Transportation Management System (TMS) Software including Hardware for public transportation systems that meet the specifications as outlined in this Multi-Step Bid (MSB).

Vendor Experience- Describe your experience in the provision of Transportation Management System Software including Hardware for small to medium sized rural transit operators. Include a list of five (5) clients to whom similar services have been provided within the last 24 months.

Data Conversion- Explain how data conversion will be imported from current GRTA software to new software. Describe the ownership and portability of data loaded into the software system.

Training and Technical Assistance- Describe how initial training and technical assistance on the new software including hardware will be conducted including: length of training and locations for training (on and off site) and the availability of on-going technical support. Also comment on future availability of training to meet the needs of program operations subsequent to staff turnover.

Projected Implementation Timetable- Provide a projected timetable of events to install and activate the software including hardware and provide the initial training and technical assistance.

System Support & Maintenance- Provide specifics of providing support and maintenance (types of support and maintenance, days/times support and maintenance are available, software upgrades, addition of optional plug-in elements, etc.)

5. COST OFFER

One-Time Implementation Costs- Provide a detailed breakdown of all costs to implement the proposed system (software and hardware costs, costs, licensing costs, etc.).

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

Recurring Expenses for Maintenance, Etc.- Include separate and recurring expenses for system maintenance, support, upgrades, future installations, additional users, etc.

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

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

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

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

ATTACHMENT B: INCORPORATIONS OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS AND CONDITIONS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any GRTA requests that would cause GRTA to be in violation of the FTA terms and conditions.

D.1 Federally Required and Other Model Contract Clauses

1. Fly America Requirements
2. Cargo Preference
3. Energy Conservation Requirements
4. Clean Water Requirements
5. Lobbying
6. Access to Records and Reports
7. Federal Changes
8. Clean Air
9. No Government Obligation to Third Parties
10. Program Fraud and False or Fraudulent Statements and Related Acts
11. Termination
12. Government-wide Debarment and Suspension (Non-procurement)
13. Civil Rights Requirements
14. Breaches and Dispute Resolution
15. Disadvantaged Business Enterprises (DBE)

1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118

41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

Applicability to Contracts

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language

The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. *to use* privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. *to furnish within 20* working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo *described in the preceding paragraph* to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (*through the contractor in the case of a subcontractor's bill-of-lading.*) c. *to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.*

3. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

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

4. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

5. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

6. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down

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

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	None None unless ¹ non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
<u>II Non State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes ³ Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

7. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

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

8. CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**
31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11. TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. **Termination for Convenience (General Provision)** The Recipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Recipient to be paid the Contractor. If the Contractor has any property in its possession belonging to the Recipient, the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Recipient that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Recipient, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** The Recipient in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

d. **Waiver of Remedies for any Breach** In the event that Recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Recipient shall not limit Recipient's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** The Recipient, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

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

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the Recipient in writing of the causes of delay. If in the judgment of the Recipient, the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The Recipient may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

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

- j. **Termination for Convenience of Default (Cost-Type Contracts)** The Recipient may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the Recipient or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Recipient, or property supplied to the Contractor by the Recipient. If the termination is for default, the Recipient may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Recipient and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the Recipient, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the Recipient determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the Recipient, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

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

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

13. CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

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

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

14. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1E

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

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

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

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

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

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

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

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

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **1.62 %**. A separate contract goal **has not** been established for this procurement.

b. 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 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 such other remedy as **GRTA** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***If a separate contract goal has been established***, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **prior to award**:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above **prior to contract award** (see 49 CFR 26.53(3)).

If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **GRTA**. In addition, **the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.**

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

ATTACHMENT C

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

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

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

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

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

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

Acknowledgement of Receipt:

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ATTACHMENT D

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

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

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

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date