GSA
GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)
Government of Guam
2nd Floor ITC Bldg. Rm. 215, Tamuning, Guam 96931
Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO: GSA-062-23

DESCRIPTION:

Electric School Bus (77 Passengers) Type C (Latest Model)

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

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

(X) BID GUARANTEE (15% of Bid Amount) May be in the form of;
Reference #11 on the General Terms and Conditions

a. Cashier's Check or Certified Check
b. Letter of Credit
c. Surety Bond – Valid only if accompanied by:

1. Current Certificate of Authority issued by the Insurance Commissioner;
2. Power of Attorney issued by the Surety to the Resident General Agent;
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

(X) BROCHURES/DESCRIPTIVE LITERATURE;

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

(X) OTHER REQUIREMENTS:
Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision; Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees,

(X) CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE
IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID must be submitted prior to an award.

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

On this _____ day of _____, 202___, I _____,

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

_____
Bidder Representative's Signature

DOA 132 Re

Invitation for Bid: GSA-062-23

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit form by **email to gsaprocurement@gsadoa.guam.gov**

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

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding IFB _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

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

All questions and concerns in regards to this bid must be submitted to the General Services Agency via email to gsaprocurement@gsadoa.guam.gov attention to the Chief Procurement Officer no later than Thursday, September 7, 2023, close of business at 5:00pm.

Reference Page 30 of 53 #2(e) - No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
2nd FLOOR ITC BLDG. RM. 215,
TAMUNING, GUAM 96913

8/30/23

JOYJEAN ARCEO
Acting Chief Procurement Officer*
*By appointment of Director of the Department of Administration effective July 26, 2023 through September 26, 2023.

DATE ISSUED: **August 31, 2023** BID INVITATION NO: **GSA-062-23**

BID FOR: Electric School Bus (77 Passengers) Type C (Latest Model)
SPECIFICATION: **SEE ATTACHED**
DESTINATION: Department of Public Works
REQUIRED DELIVERY DATE: **365 days upon receipt of purchase order.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ____ INDIVIDUAL ____ PARTNERSHIP ____ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **11:30am**, Date: **09/18/2023** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

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

NAME AND ADDRESS OF BIDDER:

_____
_____
_____
_____
_____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS BID:

_____
_____

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

ITEM NO(S). AWARDED:_____

CONTRACTING OFFICER:

_____
JOYJEAN ARCEO
Acting Chief Procurement Officer*
*By appointment of Director or the Department of Administration effective July 26, 2023 through September 26, 2023.

NAME AND ADDRESS OF CONTRACTOR:

_____
_____
_____
_____
_____

SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

_____
_____

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

The affiant is _____ [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

_____
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 _____, 202__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [*state name of offeror company*] _____. Affiant is _____ [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offerors proposal.

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 _____, 202__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

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 _____, 202__

_____

NOTARY PUBLIC
My commission expires, _____, _____.

FORM E

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

Procurement No: **GSA-062-23**
Electric School Bus (77 Passengers) Type C (Latest Model)

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

(1) That I am _____(the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (INSTRUCTIONS – Please attach!)

_____
Signature Date

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
ADMINISTRATION
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS

WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5693
Revision No.: 19
Date Of Last Revision: 07/17/2023

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $16.20 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 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders 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		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.75***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.62***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89

01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.43
01420 - Survey Worker	16.96
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.01***
01532 - Travel Clerk II	14.12***
01533 - Travel Clerk III	15.09***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.20
05010 - Automotive Electrician	16.16***
05040 - Automotive Glass Installer	15.11***
05070 - Automotive Worker	15.11***
05110 - Mobile Equipment Servicer	12.96***
05130 - Motor Equipment Metal Mechanic	17.20
05160 - Motor Equipment Metal Worker	15.11***
05190 - Motor Vehicle Mechanic	17.20
05220 - Motor Vehicle Mechanic Helper	11.87***
05250 - Motor Vehicle Upholstery Worker	14.06***
05280 - Motor Vehicle Wrecker	15.11***
05310 - Painter, Automotive	16.16***
05340 - Radiator Repair Specialist	15.11***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.20
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.10***
07041 - Cook I	14.44***
07042 - Cook II	16.84
07070 - Dishwasher	9.69***
07130 - Food Service Worker	10.11***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.73***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.75
09040 - Furniture Handler	11.37***
09080 - Furniture Refinisher	18.75
09090 - Furniture Refinisher Helper	13.77***
09110 - Furniture Repairer, Minor	16.32
09130 - Upholsterer	18.75
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.69***
11060 - Elevator Operator	9.69***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	10.13***
11150 - Janitor	10.13***
11210 - Laborer, Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.67***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	11.32***
12000 - Health Occupations	
12010 - Ambulance Driver	18.96
12011 - Breath Alcohol Technician	18.96

12012 - Certified Occupational Therapist Assistant		26.02
12015 - Certified Physical Therapist Assistant		26.02
12020 - Dental Assistant		18.79
12025 - Dental Hygienist		39.73
12030 - EKG Technician		28.73
12035 - Electroneurodiagnostic Technologist		28.73
12040 - Emergency Medical Technician		18.96
12071 - Licensed Practical Nurse I		16.95
12072 - Licensed Practical Nurse II		18.96
12073 - Licensed Practical Nurse III		21.14
12100 - Medical Assistant		13.42***
12130 - Medical Laboratory Technician		18.82
12160 - Medical Record Clerk		14.97***
12190 - Medical Record Technician		17.77
12195 - Medical Transcriptionist		16.95
12210 - Nuclear Medicine Technologist		41.68
12221 - Nursing Assistant I		12.43***
12222 - Nursing Assistant II		13.97***
12223 - Nursing Assistant III		15.24***
12224 - Nursing Assistant IV		17.12
12235 - Optical Dispenser		18.96
12236 - Optical Technician		16.95
12250 - Pharmacy Technician		15.49***
12280 - Phlebotomist		16.95
12305 - Radiologic Technologist		28.73
12311 - Registered Nurse I		23.50
12312 - Registered Nurse II		28.73
12313 - Registered Nurse II, Specialist		28.73
12314 - Registered Nurse III		34.76
12315 - Registered Nurse III, Anesthetist		34.76
12316 - Registered Nurse IV		41.68
12317 - Scheduler (Drug and Alcohol Testing)		23.50
12320 - Substance Abuse Treatment Counselor		23.50
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		21.42
13012 - Exhibits Specialist II		26.53
13013 - Exhibits Specialist III		32.45
13041 - Illustrator I		21.42
13042 - Illustrator II		26.53
13043 - Illustrator III		32.45
13047 - Librarian		29.38
13050 - Library Aide/Clerk		17.05
13054 - Library Information Technology Systems Administrator		26.53
13058 - Library Technician		18.11
13061 - Media Specialist I		19.15
13062 - Media Specialist II		21.42
13063 - Media Specialist III		23.87
13071 - Photographer I		19.15
13072 - Photographer II		21.42
13073 - Photographer III		26.53
13074 - Photographer IV		32.45
13075 - Photographer V		39.27
13090 - Technical Order Library Clerk		21.42
13110 - Video Teleconference Technician		19.15
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.71***
14042 - Computer Operator II		17.22
14043 - Computer Operator III		19.19
14044 - Computer Operator IV		21.33
14045 - Computer Operator V		23.62
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		21.33
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)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		29.40
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.91
15086 - Maintenance Test Pilot, Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
15090 - Technical Instructor		17.67
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor		15.70***
15120 - Tutor		15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.83***
16030 - Counter Attendant		10.83***
16040 - Dry Cleaner		12.36***
16070 - Finisher, Flatwork, Machine		10.83***
16090 - Presser, Hand		10.83***
16110 - Presser, Machine, Drycleaning		10.83***
16130 - Presser, Machine, Shirts		10.83***
16160 - Presser, Machine, Wearing Apparel, Laundry		10.83***
16190 - Sewing Machine Operator		12.88***
16220 - Tailor		13.40***
16250 - Washer, Machine		11.34***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.46
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.36***
21030 - Material Coordinator		22.97
21040 - Material Expediter		22.97
21050 - Material Handling Laborer		12.57***
21071 - Order Filler		10.62***
21080 - Production Line Worker (Food Processing)		15.36***
21110 - Shipping Packer		17.12
21130 - Shipping/Receiving Clerk		17.12
21140 - Store Worker I		15.83***
21150 - Stock Clerk		22.26
21210 - Tools And Parts Attendant		15.36***
21410 - Warehouse Specialist		15.36***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.04
23019 - Aircraft Logs and Records Technician		19.47
23021 - Aircraft Mechanic I		23.84
23022 - Aircraft Mechanic II		25.04
23023 - Aircraft Mechanic III		26.30
23040 - Aircraft Mechanic Helper		16.58
23050 - Aircraft, Painter		22.39
23060 - Aircraft Servicer		19.47
23070 - Aircraft Survival Flight Equipment Technician		22.39

23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.46
23120 - Bicycle Repairer	15.61***
23125 - Cable Splicer	22.47
23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.20
23160 - Electrician, Maintenance	19.37
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.61***
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61***
23370 - General Maintenance Worker	13.24***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61***
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.27
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	20.50
23430 - Heavy Equipment Mechanic	19.50
23440 - Heavy Equipment Operator	18.10
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	12.57***
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist, Maintenance	20.72
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	17.04
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker, Maintenance	19.55
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.96
23932 - Telecommunications Mechanic II	21.24
23950 - Telephone Lineman	20.62
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61***
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01***
24570 - Child Care Attendant	10.09***

24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	15.01***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***
28043 - Carnival Worker	9.78***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
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	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.33
30023 - Archeological Technician III	25.19
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	27.89
30052 - Cryogenic Technician II	30.80
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.33
30063 - Drafter/CAD Operator III	22.66
30064 - Drafter/CAD Operator IV	27.89
30081 - Engineering Technician I	16.19***
30082 - Engineering Technician II	18.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.80
30086 - Engineering Technician VI	37.27
30090 - Environmental Technician	25.19

30095 - Evidence Control Specialist		25.19
30210 - Laboratory Technician		22.66
30221 - Latent Fingerprint Technician I		27.89
30222 - Latent Fingerprint Technician II		30.80
30240 - Mathematical Technician		25.19
30361 - Paralegal/Legal Assistant I		19.54
30362 - Paralegal/Legal Assistant II		24.21
30363 - Paralegal/Legal Assistant III		29.61
30364 - Paralegal/Legal Assistant IV		35.83
30375 - Petroleum Supply Specialist		30.80
30390 - Photo-Optics Technician		24.92
30395 - Radiation Control Technician		30.80
30461 - Technical Writer I		25.19
30462 - Technical Writer II		30.80
30463 - Technical Writer III		37.27
30491 - Unexploded Ordnance (UXO) Technician I		27.37
30492 - Unexploded Ordnance (UXO) Technician II		33.11
30493 - Unexploded Ordnance (UXO) Technician III		39.69
30494 - Unexploded (UXO) Safety Escort		27.37
30495 - Unexploded (UXO) Sweep Personnel		27.37
30501 - Weather Forecaster I		27.89
30502 - Weather Forecaster II		33.93
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	22.66
30621 - Weather Observer, Senior	(see 2)	25.19
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		33.11
31020 - Bus Aide		8.97***
31030 - Bus Driver		11.73***
31043 - Driver Courier		10.26***
31260 - Parking and Lot Attendant		9.91***
31290 - Shuttle Bus Driver		11.65***
31310 - Taxi Driver		11.41***
31361 - Truckdriver, Light		11.21***
31362 - Truckdriver, Medium		12.16***
31363 - Truckdriver, Heavy		16.11***
31364 - Truckdriver, Tractor-Trailer		16.11***
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		16.14***
99030 - Cashier		10.01***
99050 - Desk Clerk		9.71***
99095 - Embalmer		27.37
99130 - Flight Follower		27.37
99251 - Laboratory Animal Caretaker I		24.31
99252 - Laboratory Animal Caretaker II		26.56
99260 - Marketing Analyst		21.54
99310 - Mortician		27.37
99410 - Pest Controller		16.07***
99510 - Photofinishing Worker		14.38***
99710 - Recycling Laborer		17.32
99711 - Recycling Specialist		23.38
99730 - Refuse Collector		16.40
99810 - Sales Clerk		10.63***
99820 - School Crossing Guard		17.96
99830 - Survey Party Chief		23.99
99831 - Surveying Aide		13.65***
99832 - Surveying Technician		17.73
99840 - Vending Machine Attendant		24.31
99841 - Vending Machine Repairer		30.96
99842 - Vending Machine Repairer Helper		24.31

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.98 per hour, up to 40 hours per week, or $199.20 per week or $863.20 per month

HEALTH & WELFARE EO 13706: $4.57 per hour, up to 40 hours per week, or $182.80 per week, or $792.13 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or
at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt
employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not
apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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 re NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

2. The bid for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham bid or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the bid price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said bid price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the bid contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's 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 _____, 202__.

_____
NOTARY PUBLIC
My commission expires, _____, _____.

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____)
) ss.
ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

[ ] The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being:_____
_____

[ ] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being:
_____
_____

[ ] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[ ] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	**Owner's Principal Place of Business Street Address**	**% of Interest**

Name of other >10% Owner Business or Artificial Person:

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	**Owner's Principal Place of Business Street Address**	**% of Interest**

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name_____

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____(date)

_____

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a corporation

Subscribed and sworn to before me
This _____ day of _____, 20_____.

Notary Public
My commission expires: _____

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____[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 offeror's 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 _____, 202__.

_____
NOTARY PUBLIC
My commission expires, _____

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
2nd Floor ITC Bldg. Rm. 215,
Tamuning, Guam 96931

BID BOND

NO. GSA-062-23

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 _____ 202__.

_____
(PRINCIPAL) (SEAL)

_____
(WITNESS)

_____
(TITLE)

_____
(MAJOR OFFICER OF SURETY)

_____
(TITLE)

_____
(MAJOR OFFICER OF SURETY)

_____
(TITLE)

_____
(RESIDENT GENERAL AGENT)

DOA 113/Rev: 4-1-87

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.

[X] 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.

[X] 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.

[X] 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.

[X] 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.

[X] 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.

[X] 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/requirements to be bid or none at all in accordance with 2 GAR, Div.4 Section 3115(f).**

[X] 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.

[X] 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.

[X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.

[X] 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.**

[X] 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 41 of these General Terms and Conditions.

[X] 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.

[X] 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.

[X] 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 16 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

[X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER**:
In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

a) Price of items offered.
b) The ability, capacity, and skill of the Bidder to perform.
c) Whether the Bidder can perform promptly or within the specified time.
d) The quality of performance of the Bidder with regards to awards previously made to him.
e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
f) The sufficiency of the financial resources and ability of the Bidder to perform.
g) The ability of the bidder to provide future maintenance and services for the subject of the award.
h) The compliance with all of the conditions to the Solicitation.

[X] 17. **TIE BIDS**: If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.

[X] 18. **BRAND NAMES**: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

[X] 19. **DESCRIPTIVE LITERATURE**: Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

[ ] 20. **SAMPLES**: Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

[ ] 21. **LABORATORY TEST**: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

[X] 22. **AWARD, CANCELLATION, & REJECTION**: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

[ ] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

[ ] 24. **SCHEDULE FOR DELIVERY**: Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

[X] 25. **BILL OF SALE**: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[X] 26. **MANUFACTURER'S CERTIFICATE**: Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[X] 27. **INSPECTION**: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

[X] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS**: The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

[X] 29. **SAFETY INSPECTION**: All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

[X] 30. **GUARANTEE**:

a. Guarantee of Vehicle Type of Equipment:

The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

(b) Guarantee of Other Type of Equipment:

The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a. above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.

(c) Compliance with this Section is a condition of this Bid.

[X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT**: The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

[X] 32. **REPRESENTATION REGARDING CONTINGENT FEES**: The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).

[X] 33. **EQUAL EMPLOYMENT OPPORTUNITY**: Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.

[X] 34. **COMPLIANCE WITH LAWS**: Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.

[ ] 35. **CHANGE ORDER**: Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.

[X] 36. **STOP WORK ORDER**: Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.

[X] 37. **CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS**: Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.

[X] 38. **TIME FOR COMPLETION**: It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)

[X] 39. **JUSTIFICATION OF DELAY**: Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be receive 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 non-performance is excused under Paragraph 15 (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.

[X] 46. **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

[X] 47. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Name: _____ Title: _____

Address: _____ Telephone: _____

_____

_____

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- 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 any Administration, a Member of Congress, and 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.

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Administration, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name_____

Signature of authorized representative _____ Date __/__/__

Signature of notary and SEAL _____

_____
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 _____, 202__.

_____
NOTARY PUBLIC
My commission expires, _____

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.

   e) No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

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 WITHDRAWL 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.

   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 seek any administrative or judicial review authorized by law.

    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 Count 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. **MANDATORY DISPUTES RESOLUTION CLAUSE**: In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.

    (1) Disputes – Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

    (2) Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.

    (3) Appeals to the Office of Public Accountability. The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

(4) Disputes – Money Owed To or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Governments Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.

(5) Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(6) Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.

13. **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.

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

15. **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.

16. **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)).

17. **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.

18. **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)

19. **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.

20. **WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:**
(a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its sub-contractor(s) obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars ($100.00) per day, and no more than One Thousand Dollars ($1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

21. **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)

22. **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)

23. **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 contactor 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.

24. **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 7Guam; (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.

25. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**: The undersigned Bidder certifies that the bid price submitted was Independently arrived at without collusion – GAR § 3126

26. **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.

27. **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.

28. **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.

ITEM NO.	DESCRIPTION	QTY	Unit	Unit Price	Total
1.1	**Electric School Bus (77 Passengers) Type C** (Latest Model) *As per the following specifications:*	25	EA	$_____	$_____

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

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

The Government of Guam reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid as council deems to be in the best interest of the government.

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

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

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

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

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

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

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

The subject specifications were drafted to allow for reasonable bid competition, however, needed to be tailored to meet the needs of the Department of Public Works, Bus Operations Division. The minimum requirements specified were established through market research of product availability and capabilities with references and recommendations from local dealerships. The School Bus specifications were based on the following makes and models, therefore, bid proposals shall meet or exceed: **Blue Bird Vision, Thomas Built Buses C2 & Lion C.**

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

SCHOOL BUS CHASSIS SPECIFICATIONS

SPECIFICATIONS: **BIDDING ON \ REMARKS:**

Axles

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

Front: **10,000 lbs.** _____
Rear: **23,000 lbs.** _____
Total: **33,000 lbs. (GVWR)** _____

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

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

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

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

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

3. (13.5 CFM) air compressor minimum with air dryer and reservoir capacity equal to or greater than two (2) times total volume of all brake activators at full travel.
Each reservoir tank shall have condensate drain valves that can be manually operated. These valves shall be plumbed to allow for easy access. _____

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

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

6. Minimum brake lining sizes shall meet the following:

(**4 inches** front \ 7 **inches** rear). _____

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

Bumpers

Front:

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

2. Tow eyes or hooks shall be furnished and attached so as not to project beyond the front bumper. The bumper shall be designed or reinforced so that it will not deform, when bus is lifted by a chain

that is passed under the bumper (*or through the bumper if holes are provided for this purpose*) and attached to both tow eyes. _____

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

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

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

Color
1. The Chassis and shall be painted **black**. _____

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

Drive Shaft (If included)
1. Drive shaft shall be equipped with protective metal guard\s to reduce the possibility of it whipping through the floor or dropping to ground if broken. _____

Electrical system (*12 volt*)

Battery\Batteries (Top Post)
1. Batteries shall have a minimum total of **1,000 cold cranking amps**. Shall have **master on\off switch**. _____

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

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

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

Cooling System
1. The radiator shall be of a **Heavy-Duty design**, tandem mounted. With a minimum of 4 Cooling fans. _____

Electric Powertrain
1. Rated no less than 295 horse power and no less than 1,800ft-lb Of torque, and top speed of no less than 60mph. _____

2. 6 Phase A/C permanent Magnet induction Motor _____

3. Range of no Less than 120miles _____

4. Battery Capacities of 160-220kWh _____

Fenders\ Hood\Wheel Housings

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

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

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

Frame

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

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

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

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

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

Horns (Dual electric)

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

Instruments and Instrument Panel

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

Openings

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

Shock Absorbers

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

Steering (Power)

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

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

3. No changes shall be made in the steering apparatus, which are not

approved by the chassis manufacturer. _____

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

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

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

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

2. Dual rear wheels\ tires shall be provided. _____

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

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

Transmission Optional (Automatic)

1. If included will come with 2-speed auto shift Electric Vehicle (EV) gear box. _____

Turning Radius

1. 50-degree wheel cut minimum.
* Maximum applicable wheel cut feature, as stated in manufacturer's brochure shall be provided. _____

Wheelbase: (270" inches minimum) _____

SCHOOL BUS BODY SPECIFICATIONS

SPECIFICATIONS: **BIDDING ON / REMARKS:**

Aisle: The aisle between the passenger seating, shall be No less than 13 inches wide. _____

Charging Port:

1.Bus shall be equipped with a complete functioning Level III Plug _____

Charger Type:

1. Bus shall be equipped with an AC Level 2 EVSE (Electric vehicle supply equipment) charger that requires An 80 amp output to provide up to 19.2 kW and shall be Protected an 100 amp breaker, which requires a double Pole breaker that provides an EVSE 208/240 volts from A single phase service. _____

2. The connector type shall be a standard SAE J1772 And shall support OCPP (Open Charge Point Protocol). The connector shall have a intuitive charge connector Enclosure with NEMA 4x rating that provides protection And storage. _____

3. The charger unit shall be flexibility designed for wall,

Pole, or ADA compliant pedestal mounting. _____

Back-up Alarm

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

Battery Compartment 12volt. (Lockable *with spare keys*)

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

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

1. The school bus body shall be painted **National School Bus Gloss Yellow**. _____

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

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

Construction

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

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

Defroster\Defogger

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

Doors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Will the buses be equipped with a left side emergency door?
( ) **Yes**
( ) **NO**

Additional Emergency Exits:
1. All school buses shall be equipped with two emergency window exits per side, and two roof hatches. _____

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

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

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

5. School bus emergency exits shall be marked with a minimum one

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

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

Fire Extinguisher:

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

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

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

First-Aid Kit:

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

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

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

_____

Body Fluid Clean-up Kit:

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

Warning Devices:

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

Floor and Floor Coverings

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

and formulas in FMVSS 302 Flammability of Interior Materials. _____

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

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

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

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

Handrail(s)

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

Hinges

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

Identification

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

Inside Height

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

Insulation

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

2. Floor insulation is **not required**, however, if provided it shall be either **5-ply** nominal **19/32 inches** thick marine grade plywood, or a material of equal or greater strength.
All exposed edges of floor insulation material shall be sealed.
(If *insulated, upon delivery of buses a statement explaining type of material used shall be provided*). _____

Interior

1.The interior of the bus shall be free of all unnecessary projections, which include luggage racks and attendant handrails, likely to cause injury.

This standard requires inner lining on ceilings and walls. If the ceiling is constructed to contain lapped joints, the forward panel shall be lapped by the rear panel and exposed edges shall be beaded, hemmed, flanged, or otherwise treated to minimize sharp edges. _____

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

3. Any added equipment shall be flush mounted. _____

Lamps and Signals

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

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

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

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

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

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

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

C. On closing the entrance door, all lights will go out and the stop arm retracts automatically. _____

D. If the entrance door is opened **without depressing the manual** push button, no lights will flash, nor will the stop arm be extended. _____

6. The area around the lenses of alternately flashing signal lamps shall have a readily visible **black border** for contrast purposes. **Hoods/guards** shall be provided over front and rear amber warning lights and red warning lights. _____

7. Bus body shall be equipped with amber **rear turn signal lamps** at least **seven inches** in diameter. These signal lamps must be connected to the chassis hazard-warning switch to cause simultaneous flashing of signal lamps when needed as a vehicular traffic hazard warning. _____

8. Rear directional lights shall be mounted not more than **15 inches** from the plane of the side of the body, and not more than **14 inches** below the glass in the rear of the body. All buses shall have side turn indicators on both sides located within **six inches** of the floor line. _____

9. Buses shall be equipped with two red, **brake/tail combination lights** at least **seven inches** in diameter and shall be mounted on the

rear of the bus just inside the turn signal lamps. _____

*(*In addition to these requirements, all lamps and signals shall comply with applicable SAE specifications*).

10. Buses shall be equipped with a **monitor** for the front and rear lamps of the school bus, the monitor shall be mounted in full view of the driver. If the full circuit current passes through the monitor, each circuit shall be protected by a fuse or circuit breakers or other equivalent technology against any short circuit or intermittent shorts. _____

11. Alternating headlights shall be provided must operate in conjunction with the red overhead flashers and stop arm. _____

12. Daytime running lamps shall be provided. _____

Metal Treatment

1. All metal used in construction of **bus body** shall be zinc-coated or aluminum-coated or treated by an equivalent process before the bus is constructed. Included are such items as structural members, inside and outside panels, door panels and floor sills. Excluded are such items as door handles, grab handles, interior decorative parts and other interior plated parts. _____

2. In addition to the above requirements, **all metal parts** that will be painted shall be chemically cleaned, etched, zinc-phosphate-coat and zinc-chrome or epoxy primed or conditioned by equivalent process. _____

3. In providing for these requirements, **particular attention** shall be given to lapped surfaces, welded connections of structural members, cut edges punched or drilled hole areas in sheet metal, closed or box sections, unvented or un-drained areas and surfaces subjected to abrasion during vehicle operation. _____

Mirrors

1. Interior mirrors shall be either clear laminated glass or clear view glass bonded to a backing, which retains the glass in the event of breakage. Mirrors shall have rounded corners and protected edges. Buses shall have a minimum of a **6" x 30"** mirror. It shall be securely attached on the windshield header and so located as to give the driver a clear view of the entire interior of the bus and the road behind. _____

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

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

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

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

Mounting

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

chassis under severe operating conditions. _____

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

Overall Length (Bumper to bumper)
1. The overall length of the bus shall not exceed **40 feet** excluding accessories. _____

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

Public Address System (Incorporated *with AM\FM Radio-CD system*)
1. Buses shall be equipped with a public-address system having **interior and exterior speakers**. Interior speakers shall be flush mounted with ceiling. A **metal reinforcement plate** shall be installed in order to reinforce exterior speaker's mounting base area. _____

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

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

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

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

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

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

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

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

6. The bottom edge of the body side skirts shall be stiffened by application

of a rub rail, or the edge may be stiffened by providing a flange or other stiffeners.

Seat Belt for Driver

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

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

Seats and Crash Barriers (Seat *belts for passenger seats not required*).
Seating capacity shall be **77** passengers not including driver.

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

2. A (**3 passenger x 3 passenger**) seating plan shall be used:
12 left side seats, each **40** inches wide and
13 right side seats, each **40** inches wide shall be installed.
1 at driver side Last seat, 15 inches wide shall be installed

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

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

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

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

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

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

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

Step Treads

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

Steering Wheel

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

Stirrup Step

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

Stop Arm Signal ***(Air Powered)***

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

Sun Shield

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

Undercoating (*Certification shall be provided with delivery*)

1. The entire underside of the bus body, including floor sections, the cross member and below floor line side panels, shall be coated with rust-proofing. _____

2. The undercoating compound shall be applied with suitable airless or conventional spray equipment to the recommended film thickness and shall show no evidence of voids in cured film. _____

Ventilation

1.Two (2) Auxiliary fans shall be installed and shall meet the following requirements: _____

A. Fans for front left and right sides shall be placed in a location where they can be adjusted for maximum effectiveness and do not obstruct vision to any mirror. _____

B. Fans shall be a nominal **6"** diameter. _____

C. Fan blades shall be covered with a **protective cage**. Each fan shall be controlled by a separate switch. _____

2. The body shall be equipped with a suitably controlled ventilating system of sufficient capacity to maintain the proper quantity of air under operating conditions, without having to open windows except in extremely warm weather. _____

Wheel Housing

1. The wheel housing shall be attached to the floor sheets in such a manner as to prevent any dust, water or fumes from entering the body. The wheel housing shall be constructed of at least **16-gauge** steel or other material of equal tensile strength. _____

2. The inside height of the wheel housing above the floor line shall not exceed **12 inches**. _____

Windshield and Windows

1. All side windows shall open vertically so as to provide an unobstructed opening of not less than **9 inches** high and **22 inches** wide, obtained by lowering the window. Windows shall be a split-sash type and so installed as to provide an emergency exit. There shall be no horizontal, transit or activity-style windows in the student compartment. _____

2. All exposed edges of glass shall meet FMVSS requirements. _____

Window Tint (Factory *installed*)

1. A tinted and shaded **windshield** with **73%** light transmitted and a **six-inch** shaded band across the top shall be installed at the factory. _____

2. All windows in the passenger compartment shall be tinted with **28%** light transmitted. The driver's compartment side window and entrance door windows shall be tinted with **70- 75%** light transmitted. _____

Windshield Washers

1. A windshield washer system shall be provided that will service the entire wiped surface area. _____

Windshield Wipers

1. A windshield wiping system, two speed or variable speed, with an intermittent feature shall be provided. The wipers shall meet the requirements of FMVSS 104. _____

2. The wipers shall be operated by one or more air or electric motors of sufficient power to operate the wipers. _____

Wiring

1. All wiring shall conform to current standards of the Society of Automotive Engineers. _____

2. The entire electrical system of the body shall be designed for the same voltage as the chassis on which the body is mounted. _____

3. All wiring shall have an amperage capacity equal to or exceeding the designed load. All **wiring splices** are to be done at an accessible location and noted as splices on the wiring diagram. _____

4. A **body-wiring diagram** of easily readable size shall be furnished with each bus body or affixed in an area convenient to the electrical accessory control panel. _____

5. The body power wire shall be attached to a special terminal on the chassis. _____

6. All wires passing through metal openings shall be protected by a grommet. _____

7. Wires and tubing shall be enclosed within body panels. _____

Circuits:

1. Wiring shall be arranged in circuits as required with each circuit protected by a circuit breaker or electronic protection device. A system of color and number coding shall be used and an appropriate **identifying diagram** shall be provided to DPW along with the wiring diagram provided by the chassis manufacturer. _____

2. Each body circuit shall be coded by number or letter on a diagram of circuits and shall be attached to the body in readily **accessible location.** _____

Required accessories and additional options:

1. (1) set wheel chocks per bus. _____

2. Anti-vandalism package (i.e. Door locks) with spare keys. _____

3. An exterior storage compartment (lockable) shall be provided. _____

4. An interior overhead storage compartment (lockable) mounted above the driver's area shall be provided. _____

5. (3) sets per bus of all keys required for buses. All buses shall be keyed alike. _____

6. (1) Line setting ticket (fast *moving parts list*) per bus. _____

7. All mounting hardware for license plates. _____

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

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

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

Special Provision:

Factory Inspection Trip "Post *construction and assembly \ Pre- shipment inspection":*
The contractor shall include in the bid price, a factory inspection trip for (4) four employees from the Department of Public Works (DPW) for the purpose of the inspection and testing prior to the shipment of the buses.

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

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

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

The factory inspection shall be for a minimum of (3) three days. The inspection shall be scheduled take place no less than 12 hours after arrival to place of lodging. Departure back to Guam shall be scheduled no less than 12 hours after the final day of inspection.
The successful bidder shall provide round trip air fare, ground transportation and accommodations

for (4) four representatives from the Department of Public Works for the post construction inspection and shall be responsible for the cost of:

1. Transportation: Guam to Factory location and Return to Guam,
   From lodging to factory\ assembly plant and return
   (*i.e. rental vehicle or shuttle service*)

2. Lodging: 1 Hotel Room per employee with
   (Full sized bed, Air-conditioning\heater, free Wi-Fi access)
   (3) Three days\ (3) Three nights minimum.

   Lodging shall be located within a reasonable
   distance from factory\assembly plant.

3. Quantity: (4) four employees.

4. Meals: 3 meals per day, per employee to include days in transit.

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

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

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

OCEAN FREIGHT
Buses shall be shipped roll on roll off service by ocean to Guam port. Buses shall be shipped under deck to prevent direct exposure to salt air and spray.
( ) **Yes,** as requested.

Factory Recalls
All factory recalls, modification, news bulletins, illustrations, etc. shall be routed to DPW Transportation Maintenance division throughout the life of the bus.
( ) **Yes,** as requested.

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

Diagnostic Equipment (To *include all user's manuals and code books or electronic access to them*)
The successful bidder shall provide DPW (1) one **complete set** of Diagnostic equipment for the buses being delivered. The equipment shall include:

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

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

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

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

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

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

3. **Preventive maintenance** procedures\techniques.

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

Warranty\Guarantee: ***(All guarantee, warranty, and service periods begin on date of acceptance).***
1. The successful bidder shall **guarantee** all parts, components, materials and workmanship associated with the buses delivered to be free from defects for the period of (1) year / 12,000 miles starting at the date of delivery. **Unlimited** to include batteries, light bulbs, fuses etc. **Unless defect is determined to be caused by obvious operator negligence.**
( ) **Yes,** as requested.

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

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

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

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

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

Warranty and service conditions:
1. The successful bidder shall be responsible for all cost associated with warranty and service.
To include but not limited to: Transport, diagnostic, parts, labor, disposal etc.
( ) **Yes,** as requested.

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

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

3. All warranty and maintenance services\repairs shall be performed by manufacture\factory trained, authorized technicians.
( ) **Yes,** as requested.

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

5. If a bus is out of service for (3) three consecutive calendar days or longer awaiting parts, service or warranty repairs, the total amount of time shall be added to all active warranty, service and preventive maintenance periods.
( ) **Yes,** as requested.

NOTE:

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

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

Certificate of Origin will be provided at time of delivery.

Buses must be inspected and pass inspection by authorized **safety inspection** station.

Buses must be delivered to **the Department of Public Works** for final inspection and acceptance.

BIDDING ON:

MANUFACTURED BY: _____

YEAR: _____

MAKE: _____

MODEL: _____

DATE OF DELIVERY: _____