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GENERAL SERVICES AGENCY
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Lt. Governor (Sigundo Maga'låhi)

October 2, 2026

Invitation for Bid
GSA-055-26

Amendment #2

Abandoned Vehicle Disposal (IDIQ)

- 1) Amend page 1 of 52.
From:
Submission Deadline: Wednesday, October 7, 2026, 10:00 a.m.
Bid Opening Date: Wednesday, October 7, 2026, 10:05 a.m.

To now read:
Submission Deadline: Friday, October 30, 2026, 10:00 a.m.
Bid Opening Date: Friday, October 30, 2026, 10:05 a.m.
- 2) Amend page 2 of 52.
From:
Deadline for Submission of Bid: Wednesday, October 7, 2026, 10:00 a.m..
Bid Opening (Open to the Public): Wednesday, October 7, 2026, 10:05 a.m.

To now read:
Deadline for Submission of Bid: Friday, October 30, 2026, 10:00 a.m.
Bid Opening (Open to the Public): Friday, October 30, 2026, 10:05 a.m.
- 3) Amend page 5 to 11 of 52 and 51 to 52 of 52 with attached "Revised Pages 5 to 11 of 52 and 51 to 52 of 52" dated 10/2/2026.

All others remain unchanged.


for Andriana Quitugua
Chief Procurement Officer

Please Print
ACKNOWLEDGMENT COPY
Received By: _____
Date: _____
Company/Name: _____
Email To: bids@gsadoa.guam.gov

CONTRACT TERMS AND CONDITIONS

GSA-054-26

Abandoned Vehicle Disposal (IDIQ)

Article I - Prohibitions

1. Representation Regarding Gratuities and Kickbacks

The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations."

2. Representation Regarding Contingent Fees

The contractor represents that it has not retained a person to solicit or secure a territorial 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.

3. Representation Regarding Ethical Standards for Government Employees and Former Government Employees

The bidder, offeror, 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 set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

4. Restriction Against Contractors Employing Convicted Sex Offenders From Working at Government of Guam Venues

- (1) no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and
- (2) if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who 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.

Article II – Debarment and Suspension

5. Debarment and Suspension. Code of Federal Regulations (CFR) 2 CFR Part 200 §200.214

(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. The Awardee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local government. If, at any time during the term of this contract, the Contractor becomes debarred or suspended, the Contractor shall immediately notify GSA in writing.

Article III – Delivery Terms

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

7. Delivery.

One hundred twenty (120) days upon receipt of purchase order. Schedule time and quantity will be coordinated between the successful bidder and the requesting department on an as-needed basis. Partial completion for Purchase Order will not be accepted. Successful bidder shall fully complete all requirements specified in the Contract Terms and Conditions and specification.

8. Contract Period.

The term of this contract is for a period of one (1) year on an as-needed basis upon availability of funds. Within this contract period of one (1) year the contract shall be reviewed every 6 months supported by a written determination for continued need. 2 GAR Div. 4 §3119(i) and §6101(5)(b).

Department of Public Works is required to order its actual requirements during the one (1) year period from the awarded bidder. 2 GAR Div. 4, §3119(i)(3); 5 G.C.A. §5235. The only exemptions to this actual-requirements assertion above are: A) when the agency's Procurement Officer approves a finding that the supply or service available under the contract will not meet a nonrecurring, a special need of the procuring agency; or B) when supplies are procured incidental to the Government of Guam's own programs as may be available that can satisfy the need.

9. Additional Requirement.

If other agencies within the Government of Guam have the same requirements, the effective price of said bid shall be used as a confirmed price. This additional requirement shall not exceed the term of this bid.

10. Funding Status and IDIQ Intention.

The using agency may receive additional funding for similar purchase in the near future and thus intends to utilize an IDIQ requirement(s) contract.

The government is in need of an indefinite quantity ("IDIQ") contract because, although expected, additional funds for similar and/or identical items is not at this time definite and it would expend unnecessary government resources to publish, solicit, and analyze an additional IFB simply because of the confirmed influx of funding within this one (1) – year IDIQ period. Other forms of contract will not suffice because they are not the official method for purchasing additional identical items at the same price as in the original accepted bid. 2 GAR Div. 4 §3119(i) and §6101(5)(b).

Article IV – Invoicing and Payment

11. Payment.

Payment shall be made within thirty (30) days after receipt and acceptance of goods and/or services for vehicles properly documented as disposed of in compliance with the contract requirements under "Invoicing/Billing Requirements". The Awardee shall be responsible for collecting, transporting, and disposing of the vehicle from the DPW-designated location unless otherwise directed in writing by DPW.

12. Fees and Charges.

No additional surcharges, fuel adjustments, environmental fees, shipping surcharges, or other supplemental charges shall be permitted.

13. Invoicing/Billing Requirements.

Invoices and payments shall be submitted after properly documented as disposed of in compliance with the contract requirements and lawfully disposed of in accordance with the Specifications.

The Awardee shall submit an accurate invoice referencing the applicable Contract Number and Purchase Order. Each invoice must include a description of goods or services, quantities, and pricing consistent with the approved contract terms.

Each invoice shall include supporting documentation for every vehicle removed during the billing period.

Documentation must include, at a minimum:

- Date of removal
- Village and specific pickup location
- Vehicle description (make/model if identifiable)
- Physical condition at time of removal (intact or crushed/flattened)
- Destination processing, recycling, or disposal facility

Supporting documentation evidencing lawful final disposition, including a certificate of destruction or equivalent proof where applicable, shall accompany each invoice.

The above mentioned documents are required to be furnished for DPW to confirm as final acceptance.

Incomplete, inaccurate, or unsupported invoices may be returned without payment.

DPW will not make payment for a partially completed individual vehicle.

The Awardee shall not be allowed to bill for any additional charges or fees under this contract. All charges or fees shall be included in the submitted bid form.

Article V – Other Requirements

14. Transfer.

Upon documented acceptance of each vehicle, responsibility and liability for disposal operations shall transfer to the Awardee.

15. Responsibility.

The Awardee shall assume full responsibility for all processing, recycling, and lawful disposal of vehicles in compliance with applicable Guam and Federal environmental laws.

The Awardee shall be responsible for all field collection operations and shall comply with all applicable traffic control and safety requirements during vehicle removal activities.

16. Permits.

The Government of Guam shall not be responsible for delays, costs, or performance impacts arising from the Awardee's failure to secure necessary permits, environmental approvals, shipping arrangements, or disposal capacity.

The Awardee shall maintain all required permit(s), licenses(s), which includes but not limited to Collection Permit from Guam Environmental Protection Agency (GEPA) and shipping/container allocation necessary to perform the work.

17. Statutory Notice.

Determination of abandonment status and compliance with statutory notice requirements remain solely with DPW and authorized enforcement officials. The Awardee shall have no enforcement authority and shall act only upon written direction from DPW.

18. Personal Property.

DPW is responsible for conducting inventory for each abandoned vehicle disposal before any issuance of Purchase Order and written authorization by DPW. The Awardee is not required to search or inventory the contents of any vehicle. If personal property is discovered during the normal course of collection, transportation, or processing, the Awardee shall notify DPW prior to disposing of or otherwise handling the discovered property. DPW shall be responsible for determining the appropriate disposition of the property and for coordinating with GPD or another government agency when necessary. The Awardee shall comply with DPW's written or documented instructions regarding the property.

Article VI – General Provisions

19. 2 GAR, Div. 4 § 6101 (4) Stop Work Order Clause.

(c) Clause.

(2) Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

(i) the stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and

(ii) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract."

20. 2 GAR, Div. 4 § 6101 (6) Price Adjustment Clause.

"PRICE ADJUSTMENT

(a) Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

(i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(ii) by unit prices specified in the contract or subsequently agreed upon;

(iii) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

(iv) in such other manner as the parties may mutually agree; or

(v) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

(b) Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

21. 2 GAR, Div. 4 § 5106 (8) Claims Based on the Director of Public Works or the Head of the Purchasing Agency's Actions or Omissions Clause.

"CLAIMS BASED ON THE DIRECTOR OF PUBLIC WORK'S OR THE HEAD OF A PURCHASING AGENCY'S ACTIONS OR OMISSIONS

(1) Notice of Claim. If any action or omission on the part of the Director of Public Works or the head of the Purchasing Agency, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) the contractor shall have given written notice to the Director of Public Works, the head of the Purchasing Agency, or designee of such officer:

(i) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;

(ii) within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and

(c) the contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

(2) Limitations of Clause. Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

(3) Adjustments of Price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract."

22. 2 GAR, Div. 4 § 6101 (8) Termination for Default Clause.

"TERMINATION FOR DEFAULTS

(a) Default. If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event

of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the territory has an interest.

(c) Compensation. Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The territory may withhold from amounts due the contractor such sums as the Procurement Officer deems to be necessary to protect the territory against loss because of outstanding liens or claims of former lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.

(d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the territory under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

(e) Erroneous Termination for Default. If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

(f) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract."

23. 2 GAR, Div. 4 § 6101 (10) Termination for convenience Clause.

"TERMINATION FOR CONVENIENCE

(a) Termination. The Procurement Officer may, when the interest of the territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer 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. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the territory. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(c) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer:

(1) any completed supplies; and

(2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 (U.S.C.G. §2706 is quoted at the end of this §6101(10)(d) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

(d) Compensation.

(1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(2) The Procurement Officer and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of supplies and manufacturing materials under Paragraph

(3) of this clause, and the contract price of the work not terminated. (3) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph;

(iv) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(4) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations."

14 GCA §2796 (UCC) states:

"§2076. Seller's Resale Including Contract for Resale.

(1) Under the conditions stated in §2703 on seller's remedies, the seller may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the seller may recover the difference between the resale price and the contract price together with an incidental damages allowed under the provisions of this division (§2710), but less expenses saved in consequence of the buyer's breach.

(2) Except as otherwise provided in Subsection (3) or unless otherwise agreed resale may be at public or private sale including sale by way of one or more contracts to sell or of identification to an existing contract of the seller. Sale may be as a unit or in parcels and at any time and place and on any terms, but every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable. The resale must be reasonably identified as referring to the broken contract, but it is not necessary that the goods be in existence or that any or all of them have been identified to the contract before the breach.

(3) Where the resale is at private sale the seller must give the buyer reasonable notification of his intention to resell.

(4) Where the resale is at public sale:

(a) Only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and

(b) It must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to decline in value speedily the seller must give the buyer reasonable notice of the time and place of the resale; and

(c) If the goods are not to be within the view of those attending the sale, the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective bidders; and

(d) The seller may buy.

(5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer even though the seller fails to comply with one or more of the requirements of this section.

(6) The seller is not accountable to the buyer for any profit made on any resale. A person in the position of a seller (§2707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (Subsection 3) of §2711)."

<u>Bid Form</u>				
Item No.	Description	QTY	UOM	Unit Price
1.0	Disposal of Abandoned Vehicles • Passenger motor vehicles with a typical seating capacity of five (5) or fewer persons (sedans) • Passenger motor vehicles with a typical seating capacity of four (4) to seven (7) persons (sport utility vehicles) • Light pickup trucks not exceeding 10,000lbs GVWR			
1.1	Sedans – Operable/ Inoperable (Not Crushed)	1	per vehicle	\$_____
1.2	Sedans – Crushed or Flattened	1	per vehicle	\$_____
1.3	Sport Utility Vehicles (4–7 passenger) – Operable/ Inoperable (Not Crushed)	1	per vehicle	\$_____
1.4	Sport Utility Vehicles (4–7 passenger) – Crushed or Flattened	1	per vehicle	\$_____
1.5	Light Pickup Trucks (≤10,000 lbs GVWR) – Operable/Inoperable (Not Crushed)	1	per vehicle	\$_____
1.6	Light Pickup Trucks (≤10,000 lbs GVWR) – Crushed or Flattened	1	per vehicle	\$_____

PURPOSE: The purpose is to obtain qualified services for collection, transport, and disposal of abandoned vehicles located within public rights-of-way under the jurisdiction of the Department of Public Works. Bidder shall ensure to follow state, local and Guam Environment Protection Agency (GEPA) regulations to disposed abandoned vehicles.

Definition:

Operable/Inoperable (Not Crushed):

An operable vehicle can start, steer, brake, and drive under its own power, while an inoperable vehicle cannot move under its own power, requires special loading equipment and not crushed but damaged strictly by an accident.

Crushed or Flattened:

A crushed motor vehicle is legally and mechanically defined as an automobile or truck whose frame, unibody, or overall volume has been heavily compacted or flattened by specialized heavy machinery so that it no longer resembles a specific make, model, or year.

SPECIFICATIONS

Bidder shall provide all labor, equipment, vehicles, facilities, supervision, materials, processing, recycling, insurance, permit(s), license(s) and any other costs necessary to collect, transport, and lawfully dispose of abandoned vehicles as directed by DPW.

Bidder shall perform field collection of abandoned vehicles from public rights-of-way upon written authorization by DPW.

Bidder shall remove vehicles that may be operable or inoperable and may be damaged, partially dismantled, crushed, or flattened upon written authorization by DPW.

Bidder shall coordinate all removal activities with DPW representatives and shall not remove any vehicle without written authorization.

Bidder shall document each vehicle removed, which includes but not limited to **date of removal, location, vehicle description, VIN (if available), and condition.**

Bidder shall safely load, handle, and transport vehicles to a permitted processing, recycling, or disposal facility.

BIDDING ON/ REMARKS

Bidder shall accept vehicles that may contain residual fluids, batteries, tires, and standard vehicle components. The Government does not guarantee that vehicles hazardous fluids (engine oil, brake fluid, coolants, fuels) and components such as airbags have been safely removed prior to collection.

Bidder shall assume full responsibility for all downstream processing, recycling, handling, transportation, export, and disposal in compliance with applicable Guam, State, and Federal environmental laws.

Bidder shall repair any damage to public property caused by its operations at no additional cost to the Government of Guam.

The Government of Guam assumes no responsibility for Bidders equipment for the removal and disposal.

Bidder shall maintain all required permit(s), licenses(s), which includes but not limited to Collection Permit from Guam Environmental Protection Agency (GEPA) and shipping/container allocation necessary to perform the work.

Bidder shall assume full responsibility once vehicle has been collected and acknowledged by DPW representative for its current state. Upon collection of vehicle, all materials become the sole responsibility and liability of the bidder.

Bidder shall provide documentation evidencing lawful final disposition of each vehicle, including certificates of destruction or equivalent proof where applicable to DPW.

Bidder shall maintain complete and accurate records of all vehicles collected, transported, and disposed of under this contract and shall make sure records available for inspection.

Bidder is not liable for any pre-existing environmental conditions or contaminating the soil due to fluid leaks from any vehicles during the staging and/or loading process.

Bidder shall be responsible for all taxes, tipping, receiving, disposal, processing fees and any other costs necessary to fully perform the scope of work.

Bidder shall ensure billing invoices are validated by including tickets for all loads removed from location. The tickets shall state **date of removal, location, vehicle description, VIN (if available), and condition**. Each ticket shall be verified and acknowledged by a representative of DPW and by personnel at the final destination, permitted disposal site.

DPW is responsible for conducting inventory for each abandoned vehicle disposal before any issuance of Purchase Order and written authorization by DPW. The Bidder is not required to search or inventory the contents of any vehicle. If personal property is discovered during the normal course of collection, transportation, or processing, the Bidder shall notify DPW prior to disposing of or otherwise handling the discovered property. DPW shall be responsible for determining the appropriate disposition of the property and for coordinating with GPD or another government agency when necessary. The Bidder shall comply with DPW's written or documented instructions regarding the property.

These specifications were developed and prepared by the staff of the Department of Public Works Highways Division and approved by Vincent P. Arriola, Director.