



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUÅHAN
P.O.BOX 2977 • HAGÁTÑA, GUAM U.S.A. 96932-2977

December 20, 2022

AMENDMENT NO.: II

TO

INVITATION FOR RE-BID GPA-002-23

FOR

FLEET & FUEL MANAGEMENT SOFTWARE SERVICES FOR GPA & GWA

Prospective Bidders are hereby notified of the following changes and response to inquiries received from Bidder No. 2 dated December 07 & 09, 2022 and Bidder No.: 1 dated December 09, 2022:

CHANGES:

1. **REMOVE** Page 4a of 25 and **REPLACE** with Page 4b of 25 (see attached).
Item 1.0, DESCRIPTION is changed FROM:
 - 1.0 A. To provide Fleet and Fuel Management Services for 200 vehicles for the Guam Power Authority including devices; installation, replacement and/or removal of devices; web-based software; and technical assistance for the Guam Power Authority fleet. Commencement shall be upon receipt of purchase order and expires September 30, 2023 or upon exhaustion of funds, whichever occurs first. A Notice to Proceed date will be established thereafter.
 - B. To provide Fleet and Fuel Management Services for 208 vehicles for the Guam Waterworks Authority including devices; installation, replacement and/or removal of devices; web-based software; and technical assistance for the Guam Waterworks Authority fleet. Commencement shall be upon receipt of purchase order and expires September 30, 2023 or upon exhaustion of funds, whichever occurs first. A Notice to Proceed date will be established thereafter.

TO NOW READ:

- 1.0 A. To provide Fleet and Fuel Management Services for 200 vehicles for the Guam Power Authority including devices; installation, replacement and/or removal of devices; web-based software; and technical assistance for the Guam Power Authority fleet.

B. To provide Fleet and Fuel Management Services for 208 vehicles for the Guam Waterworks Authority including devices; installation, replacement and/or removal of devices; web-based software; and technical assistance for the Guam Waterworks Authority fleet.

2. **REMOVE** Page 4a of 25 and **REPLACE** with Page 4b of 25 (see attached).
B. FLEET MANAGEMENT DEVICES, B.1 is changed **FROM**:

B.1- All fleet management devices, components, and/or replacement devices to be leased to both the Guam Power Authority and the Guam Waterworks Authority shall be at a fixed rate for the duration of the contract to include any and all option years exercised.

TO NOW READ:

B.1- All fleet management devices, components, and/or replacement devices to be leased to both the Guam Power Authority and the Guam Waterworks Authority shall be at a fixed price for the duration of the contract to include any and all option years exercised.

3. B. FLEET MANAGEMENT DEVICES, **INCLUDE** sections B.1-1, B.1-2 and B.1-3 as it is made a part of subject bid invitation.

B.1-1 All leased devices shall be removed thirty (30) business days prior to the completion of the contract by the vendor.

B.1-2 All leased keys shall be returned to the vendor thirty (30) business days after the completion of the contract.

B.1-3 All non-warranty installations, removal and/or replacements of devices, parts, and/or components shall be at a fixed price.

4. **REMOVE** Page 4a of 25 and **REPLACE** with Page 4b of 25 (see attached).
B. FLEET MANAGEMENT DEVICES, B-2 is changed **FROM**:

B.2 - Warranties for fleet management devices shall be a minimum of three (3) years from installation date.

TO NOW READ:

B.2 - Warranty for devices, parts, and/or components shall be a minimum of three (3) years from

5. B. FLEET MANAGEMENT DEVICES, **INCLUDE** sections B.2-1, B.2-2, B.2-3, B.2-4, B.2-5, B.2-6 and B.2-7 as it is made a part of subject invitation.

B.2-1 Warranty shall include any and all manufacturer warranties.

B.2-2 Warranty shall cover all necessary software updates, hardware updates and manufacturer recommended maintenance.

B.2-3 Warranty shall cover defective parts, components, and/or devices.

B.2-4 Warranty shall cover normal wear and tear of parts, components, and/or devices.

- B.2-5 Warranty shall cover removal, replacements, and/or installation of devices covered under warranty.
- B.2-6 All devices leased to The Guam Power Authority that are damaged, broken, lost and/or stolen due to user negligence, theft, and/or user tampering shall be purchased by the Guam Power Authority at a fixed price for the duration of the contract.
- B.2-7 All devices leased to The Guam Waterworks Authority that are damaged, broken, lost and/or stolen due to user negligence, theft, and/or user tampering shall be purchased by the Guam Waterworks Authority at a fixed price for the duration of the contract.

6. **REMOVE** Page 5a of 25 and **REPLACE** with Page 5b of 25 (see attached).

B. FLEET MANAGEMENT DEVICES, Section B.4 is changed **FROM:**

- B.4- An initial installation of 180 devices for the Guam Power Authority vehicles shall be designated by the Authority's Fleet Support Services Manager. Work shall commence upon the notice to proceed and shall be completed within 30 days. All requests for extensions must be approved by the Authority's Fleet Support Service Manager.

TO NOW READ:

- B.4- An initial installation of 180 devices for the Guam Power Authority vehicles shall be designated by the Authority's Fleet Support Services Manager. Work shall commence upon the notice to proceed and shall be completed within 30 business days. All requests for extensions must be approved by the Authority's Fleet Support Service Manager.

7. **REMOVE** Page 5a of 25 and **REPLACE** with Page 5b of 25 (see attached).

B. FLEET MANAGEMENT DEVICES, Section B.5 is changed **FROM:**

- B.5 - An initial installation of 185 devices for the Guam Waterworks Authority vehicles shall be designated by the Equipment Maintenance Superintendent. Work shall commence upon the notice to proceed and shall be completed within 30 days.

TO NOW READ:

- B.5 - An initial installation of 185 devices for the Guam Waterworks Authority vehicles shall be designated by the Equipment Maintenance Superintendent. Work shall commence upon the notice to proceed and shall be completed within 30 business days.

8. **REMOVE** Page 5a of 25 and **REPLACE** with Page 5b of 25 (see attached).

C. SOFTWARE SERVICES, Section C.1 – Software Services with technical assistance, C.1-9 is changed FROM:

- C.1-9 Provide real-time tracking of location, driving speed, vehicle operator, stopping, idling, time spent at locations, distance traveled, engine hours and route used.

TO NOW READ:

- C.1-9 Provide tracking of location, driving speed, vehicle operator, stopping, idling, time

spent at locations, distance traveled, engine hours and route used.

9. **REMOVE** Page 6a of 25 and **REPLACE** with Page 6b of 25 (see attached)

SECTION D. PRODUCT SUPPORT, D.1.1 is changed **FROM:**

D.1.1 All fees associated with this component, to include replacements shall be at a fixed rate.

TO NOW READ:

D.1-1 All fees associated with this component; to include the replacement of the component shall be at a fixed price for the duration of the contract to include any and/or all option years.

10. **REMOVE** Page 6a of 25 and **REPLACE** with Page 6b of 25 (see attached)

SECTION D. PRODUCT SUPPORT, D.1.2 is changed **FROM:**

D.1.2 - Keys shall be issued to authorized personnel determined by GPA and GWA for their respective fleets.

TO NOW READ:

D.1-2 All keys leased to the Guam Power Authority that are damaged, broken, lost and/or stolen due to user negligence, and/or user tampering shall be purchased by the responsible Guam Power Authority personnel at a fixed price for the duration of the contract.

11. SECTION D. PRODUCT SUPPORT, **INCLUDE** Section D.1-3 as it is made a part of subject bid invitation.

D.1-3 All keys leased to the Guam Waterworks Authority that are damaged, broken, lost and/or stolen due to user negligence, and/or user tampering shall be purchased by the responsible Guam Waterworks Authority personnel at a fixed price for the duration of the contract.

12. **REMOVE** Page 20 of 25 and **REPLACE** with Page 20a of 25 (see attached)

GOVERNMENT OF GUAM, GENERAL TERMS AND CONDITIONS - SEALED BID SOLICITATION AND AWARD, No. 7 "ALL OR NONE" BIDS clause is hereby checked and is therefore applicable to subject bid invitation.

[X] No. 7. "ALL OR NONE" BIDS: Unless otherwise allowed under this Solicitation. "all or none" bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.
NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all. The Government will not award on an itemized basis. Reference: Section 3-101.06 of the Guam Procurement Regulations.

RESPONSE:

Inquiry from Bidder No.: 2 dated 12/07/2022:

QUESTION:

1. What if the loss or damages occur caused by the negligent, tampering or willful acts of the user/driver?

ANSWER:

If the loss or damage occurs caused by the negligent, tampering or willful acts of the user/driver then GPA or GWA will create a separate order purchase (OP) to replace or repair the device.

QUESTION:

2. If device and any components has been abused or not operated in accordance with instructions provided. How will we charge the replacement?

ANSWER:

Vendor shall provide operation instructions. If device and any components are found to be abused or not operated in accordance with instructions provided, GPA or GWA will then create a separate purchase order to replace or repair the device.

Inquiry from Bidder No.: 1 dated 12/09/2022:

QUESTION:

1. Please confirm if GPA/ GWA has an existing like service? If so, please provide the most current invoice for services

ANSWER:

No, we do not currently have existing services.

QUESTION:

2. Please confirm the bid bond will be based off 12 months of service.

ANSWER:

Yes. The Bid Guarantee requirement shall be 15% of the total annual cost.

QUESTION:

3. Please confirm if this is "All or None" Bid.

ANSWER:

Yes. Bid shall be based on an "All or None" bid.

QUESTION:

4. Section B.4 - An initial installation of 180 devices for the Guam Power Authority vehicles shall be designated by the Authority's Fleet Support Services Manager. Work shall commence upon the notice to proceed and shall be completed within 30 days. All requests for extensions must be approved by the Authority's Fleet Support Service Manager. Please confirm if this is 30 business days or if weekends are included. Please also confirm the estimated number of vehicles available and scheduled per day.

ANSWER:

Please refer to change in SECTION B. FLEET MANAGEMENT DEVICES, B.4. A minimum of six (6) vehicles to be scheduled per day.

QUESTION:

5. Section B.5 - An initial installation of 185 devices for the Guam Waterworks Authority vehicles shall be designated by the Equipment Maintenance Superintendent. Work shall commence upon the notice to proceed and shall be completed within 30 days. All requests for extensions must be approved by the Authority's Equipment Maintenance Superintendent. Please confirm if this is 30 business days or if weekends are included. Please also confirm the estimated number of vehicles available and scheduled per day.

ANSWER:

Please refer to change in SECTION B. FLEET MANAGEMENT DEVICES, B.5. A minimum of six (7) vehicles to be scheduled per day.

QUESTION:

6. Section C.1-8 Provide the ability to import map layers from outside sources. Please confirm the map layer file format and outside source.

ANSWER:

Shape files and the source will be the Guam Power Authority.

QUESTION:

7. Section C.1-9 Provide real-time tracking of location, driving speed, vehicle operator, stopping, idling, time spent at locations, distance traveled, engine hours and route used. Please confirm if a 15 second interval for real-time tracking is acceptable.

ANSWER:

Please refer to change in SECTION C. SOFTWARE SERVICES, Section C.1 – Software Services with technical assistance, C.1-9.

QUESTION:

8. Section C.2 - Provide web-based vehicle interaction enabling technical assistance personnel and/or Authorized GPA and GWA personnel to remote disable vehicle and provide software updates. Vendors must provide GPA and GWA a list of all vehicles unable to support this feature. Please confirm if the software updates requirement is for the GPS tracking device or vehicle software and/or firmware.

ANSWER:

This requirement is for the GPS tracking device.

QUESTION:

9. Section D.1 - New driver access key step up, access key issuance and issuance tracking Please confirm if all vehicles will require RFID tags and if drivers will require key fobs for access.

ANSWER:

All authorized vehicles will require RFID tags and all authorized personnel will require key fobs for access.

Inquiry from Bidder No.: 2 dated 12/09/2022:

QUESTION:

1. The bid invitation specifies that submitted pricing should include "replacement and/or removal of devices." All fleet management devices provided to GPA/GWA under this bid will be warranted, as specified by B.2., for a minimum of three (3) years from the installation date. A standard warranty will cover material, replacement, and workmanship costs associated with defective products that do not withstand normal wear and tear. Please clarify under what conditions, other than those specified in a standard warranty that covers defective products under normal wear and tear conditions, GPA will require the vendor to provide replacement devices. For instance, if the devices/keys are lost or damaged because of user negligence, tampering, theft, or other conduct by the user or third parties, is GPA requiring the vendor to absorb the costs of providing replacement devices?

ANSWER:

Please refer to change in SECTION B. FLEET MANAGEMENT DEVICES, B.1 and INCLUSIONS in B.2.

QUESTION:

2. The bid has been amended with a new page 6a and an instruction at D.1 specifying, under "product support," that there needs to be a "new driver access key step up, access key issuance and issuance tracking," and that "all fees associated with this component to include replacements shall be at a fixed rate." All fleet management devices provided to GPA/GWA under this bid will be warranted, as specified by B.2., for a minimum of three (3) years from the installation date. A standard warranty will cover material, replacement, and workmanship costs associated with defective products that do not withstand normal wear and tear. This warranty will cover the specified new driver access key step up, access key issuance and issuance tracking. Please clarify under what conditions, other than those specified in a standard warranty that covers defective products under normal wear and tear conditions, GPA will require the vendor to provide replacement key step up, access key issuance and issuance tracking. For instance, if the key step up or access key are lost or damaged because of user negligence, tampering, theft, or other conduct by the user or third parties, is GPA requiring the vendor to absorb the costs of providing a replacement?

ANSWER:

Please refer to changes in SECTION D. PRODUCT SUPPORT, D.1-1, D.1-2 and inclusion of D.1-3.

QUESTION:

3. If GPA/GWA will require the vendor to absorb the costs of providing replacement devices/key step up or access key even in situations involving user negligence, tampering, theft, or other conduct by the user or third parties, what limits, if any, does GPA set for its ability to require replacement devices key step up or access key?

ANSWER:

Please refer to change in SECTION B. FLEET MANAGEMENT DEVICES, B.1 and B.2 and

changes in SECTION D. PRODUCT SUPPORT, D.1-1, D.1-2 and inclusion of D.1-3.

QUESTION:

4. The bid specifies at 1.0 (A) that the quoted price will include "replacement and/or removal of devices." It also states that the commencement of such service will be when the vendor receives a purchase order, and will expire on September 30, 2023, at the latest. It also says that a "Notice to Proceed date will be established thereafter." Please clarify if the services will be provided upon the vendor's receipt of a purchase order, or if it will be provided upon a receipt of a Notice to Proceed with a specific date?

ANSWER:

Please refer to CHANGES, No. 1.

QUESTION:

5. The bid specifies at 1.0 (A) that the services will expire on September 30, 2023, at the latest. The Contract term specified on Page 7 explains that each contract period will be for one (1) year with options. Please clarify if the service period ends on September 30, 2023, or one (1) year from the date of the contracts and purchase orders?

ANSWER:

The service period shall end one (1) calendar year from date of contract.

QUESTION:

6. Does the initial period of product replacement end on September 30, 2023, or one (1) year from the date of the contracts and purchase orders?

ANSWER:

Product replacement shall be available for the duration of the contract.

QUESTION:

7. Product replacement shall be available for the duration of the contract. Please confirm that at the end of the service term, all devices and all components will be return to the vendor?

ANSWER:

Please refer to change in SECTION B. FLEET MANAGEMENT DEVICES, B.1 and B.2.

NOTE:

Bidders must state either "Comply" or "Not Comply" against each specification on the bid document.

All other Terms and Conditions in the bid package shall remain unchanged and in full force.



BEATRICE P. LIMTIACO

General Manager (A)

INVITATION FOR RE-BID NO.: GPA-002-23
Requisition No.:36840

NO.	DESCRIPTION	U/I:	MONTHLY:	ANNUALLY:
1.0	* A. To provide Fleet and Fuel Management Services for 200 vehicles for the Guam Power Authority including devices; installation, replacement and/or removal of devices; web-based software; and technical assistance for the Guam Power Authority fleet.	L	\$ _____	\$ _____
	* B. To provide Fleet and Fuel Management Services for 208 vehicles for the Guam Waterworks Authority including devices; installation, replacement and/or removal of devices; web-based software; and technical assistance for the Guam Waterworks Authority fleet.	L	\$ _____	\$ _____
			COMPLY	NOT COMPLY
			Comply must be identified below. All deviations must be identified below.	
2.0	A. GENERAL INFORMATION:			
	A.1 - The Guam Power Authority and the Guam Waterworks Authority are soliciting bids from qualified firms for the leasing of Web-based software for fleet management and fuel tracking application, to include technical assistance, fleet management devices and installation, replacement and removal of devices. The successful bidder shall demonstrate the capability of supplying a quality and user friendly software application and to provide reliable technical assistance and services to meet the Authorities' needs. The offeror shall provide a complete package to the Guam Power Authority and the Guam Waterworks Authority.		_____	_____
	A.2 - Technical assistance shall be provided as outlined below; available from 8am to 5pm Monday thru Friday.		_____	_____
			COMPLY	NOT COMPLY
			Comply must be identified below. All deviations must be identified below.	
	B. FLEET MANAGEMENT DEVICES			
	* B.1 – All fleet management devices, components, and/or replacement devices to be leased to both the Guam Power Authority and the Guam Waterworks Authority shall be at a fixed price for the duration of the contract to include any and all option years exercised.		_____	_____
	* B.1-1 All leased devices shall be removed thirty (30) business days prior to the completion of the contract by the vendor.		_____	_____
	* B.1-2 All leased keys shall be returned to the vendor thirty (30) business days after the completion of the contract.		_____	_____
	* B.1-3 All non-warranty installations, removal and/or replacements of devices, parts, and/or components shall be at a fixed price.		_____	_____
	* B.2 - Warranty for devices, parts, and/or components shall be a minimum of three (3) years from installation date.		_____	_____
	*B.2-1 Warranty shall include any and all manufacturer warranties.		_____	_____
	*B.2-2 Warranty shall cover all necessary software updates, hardware updates and manufacturer recommended maintenance.		_____	_____
	*B.2-3 Warranty shall cover defective parts, components, and/or devices.		_____	_____
	*B.2-4 Warranty shall cover normal wear and tear of parts, components, and/or devices.		_____	_____
	* B.2-5 Warranty shall cover removal, replacements, and/or installation of devices covered under warranty.		_____	_____

INVITATION FOR RE-BID NO.: GPA-002-23
Requisition No.:36840

NO.	DESCRIPTION	U/I:	MONTHLY:	ANNUALLY:
*B.2-6	All devices leased to The Guam Power Authority that are damaged, broken, lost and/or stolen due to user negligence, theft, and/or user tampering shall be purchased by the Guam Power Authority at a fixed price for the duration of the contract.		_____	_____
* B.2-7	All devices leased to The Guam Waterworks Authority that are damaged, broken, lost and/or stolen due to user negligence, theft, and/or user tampering shall be purchased by the Guam Waterworks Authority at a fixed price for the duration of the contract.		_____	_____
B.3 -	All Fleet Management device installations, removals and/or replacements shall be scheduled and approved; prior to commencement of work by:			
	B.3-1 The approving authority for the Guam Power Authority shall be the Fleet Support Service Manager.		_____	_____
	B.3-2 The approving authority for the Guam Waterworks Authority shall be the Equipment Maintenance Superintendent.		_____	_____

INVITATION FOR RE-BID NO.: GPA-002-23
Requisition No.:36840

NO.	DESCRIPTION	U/I:	MONTHLY:	ANNUALLY:
*B.4	An initial installation of 180 devices for the Guam Power Authority vehicles shall be designated by the Authority's Fleet Support Services Manager. Work shall commence upon the notice to proceed and shall be completed within 30 business days. All requests for extensions must be approved by the Authority's Fleet Support Service Manager.			
	B.4-1 The remaining 20 devices shall be installed based on the needs of the Authority again as directed by the Guam Power Authority's Fleet Support Service Manager.			
*B.5	An initial installation of 185 devices for the Guam Waterworks Authority vehicles shall be designated by the Equipment Maintenance Superintendent. Work shall commence upon the notice to proceed and shall be completed within 30 business days.			
	B.5-1 The remaining 23 devices shall be installed based on the needs of the Authority again as directed by the Equipment Maintenance Superintendent.			
			COMPLY	NOT COMPLY
			Comply must be identified below. All deviations must be identified below.	
	C. SOFTWARE SERVICES:			
	C.1- Software Services with technical assistance shall consist of the following:			
	C.1-1 Provide a secure web-based application to display and manage data compiled from the fleet management devices and users.			
	C.1-2 Allow for a minimum of 50 accounts for the Guam Power Authority and 40 accounts for the Guam Waterworks Authority with the ability to program specific levels of access enabling users to monitor specific groups of vehicles, customize vehicle profiles, and access fleets historical data.			
	C.1-2-1 The Guam Power Authority and The Guam Waterworks Authority accounts shall be separate and specifically for their respective fleets. No accounts shall have access to both utilities.			
	C.1-3 Record vehicle service and maintenance data, to include date of next service (preventive maintenance) and safety inspections due, maintain records of all services performed.			
	C.1-4 Provide automated notifications to specified users regarding registration renewal dates and preventive maintenance scheduled dates of vehicles.			
	C.1-5 Determine location of vehicles with real-time tracking and updates, both vehicle and driver-specific.			
	C.1-6 Enable users to see the entire fleet on a web-based mapping service application and provide zoom-in capabilities to individual vehicles around specified points on a web-based map.			
	C.1-7 Provide the ability to view multiple map layers and customize map layers.			
	C.1-8 Provide the ability to import map layers from outside sources.			
	*C.1-9 Provide tracking of location, driving speed, vehicle operator, stopping, idling, time spent at locations, distance traveled, engine hours and route used.			
	C.1-10 Maintain and provide upon request historical data of fleet vehicles, to include: location, driving speed, vehicle operator, stopping, Idling, time spent at locations, distance traveled, engine hours and route used.			

INVITATION FOR RE-BID NO.: GPA-002-23
Requisition No.: 36840

NO.	DESCRIPTION:	U/I:	MONTHLY:	ANNUALLY:
C.1-11	Provide the ability to create geographical boundaries (geo fences) that show when vehicles enter or exit areas in real-time; and interactive map features including location to destination navigation with turn-by-turn directions from point A to point B; record total time spent in zone or area; and creating fixed routes to assign specific drivers or vehicles.			
C.1-12	Provide real-time automated vehicle tracking alerts sent to accounts specified by the Guam Power Authority's Fleet Support Service Manager and the Guam Waterworks Authority's Equipment Maintenance Superintendent; via email, pop-up notifications on web-based application or by text message.			
C.1-13	Provide upon request customizable reports to be saved and/or exported to MS EXCEL, CSV, Adobe PDF file formats.			
C.1-14	Provide multiple data-specific reports to include individual trip data by vehicle, distance traveled by vehicle, distance traveled by driver, summary reports of all by group description, service/maintenance history and how often the vehicles are used.			
C.1-15	Provide the following data-specific reports - date of trip, drive start & end time, drive duration, driver, speed (average, top, duration & count), vehicle idle time by minutes, idle time count, travel distance, vehicle/ equipment division and location.			
C.1-16	Provide vehicle mileage reports that include engine hours, driver usage, estimated fuel consumption.			
C.2 -	Provide web based vehicle interaction enabling Technical assistance personnel and/or Authorized GPA and GWA personnel to remote disable vehicle and provide software updates. Vendor must provide GPA and GWA a list of all vehicles unable to support this feature.			

COMPLY

NOT COMPLY

Comply must be identified below.
All deviations must be identified below.

D. PRODUCT SUPPORT:

D.1 -	New driver access key step up, access key issuance and issuance tracking.		
*D.1-1 -	All fees associated with this component; to include the replacement of the component shall be at a fixed price for the duration of the contract to include any and/or all option years.		
*D.1-2 -	All keys leased to the Guam Power Authority that are damaged, broken, lost and/or stolen due to user negligence, and/or user tampering shall be purchased by the responsible Guam Power Authority personnel at a fixed price for the duration of the contract.		
*D.1-3 -	All keys leased to the Guam Waterworks Authority that are damaged, broken, lost and/or stolen due to user negligence, and/or user tampering shall be purchased by the responsible Guam Waterworks Authority personnel at a fixed price for the duration of the contract.		
D.2 -	Training services for use of the software must be available throughout the duration of the contract. To include new employee training and refresher courses.		
D.3 -	All trainings will be coordinated and scheduled by the Guam Power Authority and Guam Waterworks Authority as required.		

INVITATION FOR RE-BID NO.: GPA-002-23
Requisition No.: 36840

NO.	DESCRIPTION:	U/I:	MONTHLY:	ANNUALLY:
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COMPLY

NOT COMPLY

Comply must be identified below.
All deviations must be identified below.


E. GUARANTEES:

- E.1 - Dealer shall warrant the software and all auxiliary equipment conforms to the proposed specifications and be free of defects from material, workmanship and title.
- E.2 - Manufacturer's brochure/s (original) shall be submitted and attached to bid submittal.

_____	_____
_____	_____

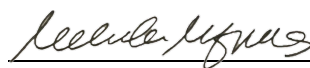
SPECIFICATION GENERATED BY:

SPECIFICATION REVIEWED/CONCURRED BY:

 12/19/22
PEDRO SANCHEZ Date
Management Analyst III

 12/19/22
JIMMY D. PANGELINAN Date
Fleet Support Service Manager

SPECIFICATION APPROVED BY:

 12/19/2022
MELINDA C. MAFNAS, P.E. Date
Assistant General Manager of Operations

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 the Guam Power Authority). 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.
- * [X] 7. **“ALL OR NONE” BIDS:** Unless otherwise allowed under this Solicitation. “all or none” bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.
- NOTE:** By checking this item, the Government is requesting all of the bid items to be bided or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.
- [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 Guam Power Authority 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. (GPR Section 3-202.03.3) **Pursuant to Public Law 27-127, 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.**
- [X] 12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check payable to the Guam Power Authority issued by any of the local Banks or Bonding Institution in the amount equal to FIFTEEN PERCENT (15%) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within