

GOVERNMENT OF GUAM



ISSUED BY:

Guam Regional Transit Authority
Department of Public Works Compound
542 North Marine Corps Drive
Tamuning, Guam 96913

REQUEST FOR PROPOSAL (RFP) FOR:
TRANSPORTATION MANAGEMENT SYSTEM SOFTWARE AND
HARDWARE
RFP-GRTA-2016-002

REQUEST FOR PROPOSAL NUMBER 2016-002

Issue Date:(May 13, 2016) 2:00 p.m. Local Time
Last Day to Submit Questions:(May 20, 2016) 4:00 p.m. Local Time
Issuance of Answers to Written Questions:(May 27, 2016) 2:00 p.m. Local Time
Pre-Proposal Conference:(June 03, 2016) 2:00 p.m. Local Time
Closing Date:(June 10, 2016) 4:00 p.m. Local Time

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GUAM REGIONAL TRANSIT AUTHORITY

Government of Guam

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GUAM REGIONAL TRANSIT AUTHORITY	
REQUEST FOR PROPOSAL NO.: RFP-GRTA-2016-002	
<div style="border: 1px solid black; padding: 5px;"> Procurement of Transportation Management System Software and Hardware </div>	
RFP Issue Date: May 13, 2016	Number of Pages: 80
Proposal Due Date and Time:	
June 10, 2016, 4:00 p.m., Chamorro Standard Time (ChST)	

ISSUING AGENCY INFORMATION
<p>Physical Address: Guam Regional Transit Authority Mr. Enrique Agustin, Executive Manager Department of Public Works Compound 542 North Marine Corps Drive Tamuning, Guam 96913</p> <p>Mailing Address: Guam Regional Transit Authority Mr. Enrique Agustin, Executive Manager P. O. Box 2896 Hagatna, Guam 96932 Phone: (671) 475-4686/4603 Fax: (671) 475-4600 Website: http://www.grta.guam.gov</p> <p>Single Point of Contact: Mr. Enrique Agustin Guam Regional Transit Authority Department of Public Works Compound 542 North Marine Corps Drive Tamuning, Guam 96913 Email Address: rick.agustin@grta.guam.gov Phone: (671) 475-4686/4603</p>

INSTRUCTIONS TO OFFERORS	
<p>Return Proposal to: Mr. Enrique Agustin Guam Regional Transit Authority Department of Public Works Compound 542 North Marine Corps Drive Tamuning, Guam 96913</p>	<p>Mark Face of Envelope/Package: RFP Number: RFP-GRTA-2016-002 RFP Title: Request for Proposal for Transportation Management System Software and Hardware Proposal Due Date: June 10, 2016, 4:00 p.m. ChST</p>

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Point of Contact/Address:	Authorized Offeror Signatory:
	(Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror Federal I.D. Number:	Offeror E-mail Address:
OFFERORS MUST RETURN THIS COVER SHEET WITH THEIR PROPOSALS	

TABLE OF CONTENTS

Page

TABLE OF CONTENTS.....	i
OFFEROR'S CHECKLIST.....	iii
SECTION 1. SCHEDULE OF EVENTS.....	iv
SECTION 2. PROJECT OVERVIEW INSTRUCTIONS.....	1
2.0 Project Overview.....	1
2.1 Request for Proposal.....	2
(a) Availability.....	2
(b) Amendments.....	2
2.2 Reserved.....	3
2.3 Pre-Proposal Questions and Conferences.....	3
(a) Pre-Proposal Questions.....	3
(b) GRTA's Answers.....	3
(c) Pre-Proposal Conferences.....	3
2.4 Proposals.....	3
(a) General.....	3
(b) Modification or Withdrawal of Proposals.....	3
(c) No Late Proposals.....	4
(d) GRTA not Responsible for Preparation Costs.....	4
(e) All Timely Submitted Materials Become GRTA Property.....	4
(f) Rejection of Proposals.....	4
2.5 Discussions and Evaluations.....	4
(a) Evaluation Committee.....	4
(b) Discussions.....	4
(c) Evaluation of Proposals.....	4
(d) Selection of the Best Qualified Offerors and Awards.....	4
2.6 Contract.....	5
(a) Professional Services Agreement.....	5
(b) Term of Contract.....	5
2.7 Required Affidavits and Assurances.....	5
(a) Disclosure of Major Shareholders.....	5
(b) Certification of Independent Price Determination.....	5
(c) Representation Regarding Gratuities and Kickbacks.....	5
(d) Prohibition Against Contingent Fees.....	6
(e) Representation Regarding Ethical Standards.....	6
(f) Wage Determination.....	6
(g) Benefits Determination.....	6
2.8 Prohibition Against Employment of Sex Offenders.....	6
SECTION 3. GENERAL INFORMATION.....	7
3.1 Authority.....	7
3.2 Offeror Competition.....	7
3.3 Single Point of Contact.....	7
3.4 Subcontractors.....	8
3.5 Taxes.....	8
3.6 Licensing.....	8
3.7 Receipt/Opening of Proposals.....	8
3.8 Classification of Proposals as Responsive or Non-Responsive.....	8
3.9 Determination of Responsibility.....	8
3.10 Completeness of Proposals.....	8
3.11 Failure to Comply with Instructions.....	9
3.12 GRTA's Rights Reserved.....	9
3.13 Nondisclosure of Data.....	9
3.14 Debarment.....	9
SECTION 4. SCOPE OF SERVICE.....	9
SECTION 5. EVALUATION CRITERIA.....	9



SECTION 6. PROPOSAL STRUCTURE	10
6.1 Introduction	10
(a) Cover Letter.....	10
(1) Point of Contact.....	10
(2) Contact Information.....	10
(b) Confirmation Statement.....	11
6.2 Company Overview	11
(a) Type of Firm.....	11
(b) Year Firm Established.....	11
(c) Other Firm Names.....	11
(d) Participating Branch Offices.....	11
6.3 Experience of Offeror	11
(a) Project Manager.....	11
(b) Key Personnel.....	11
(c) Client List and Work.....	12
(d) References.....	12
6.4 Provision of Services	12
6.5 Conflicts of Interest	12
6.6 Qualification to do Business	12
6.7 Affirmative Action	12
6.8 Attachments (Required Documentation)	12-13
Attachment A-1: Affidavit Disclosing Ownership and Commissions.....	14
Attachment A-2: Affidavit Regarding Non-Collusion.....	15
Attachment A-3: Affidavit Regarding No Gratuities or Kickbacks.....	16
Attachment A-4: Affidavit Regarding Contingent Fees.....	17
Attachment A-5: Affidavit Regarding Ethical Standards.....	18
Attachment A-6: Declaration Regarding Compliance with U.S. DOL Wage Determination.....	19
Attachment B: Scope of Service.....	20-27
Attachment C: Acknowledgement of Receipt Form.....	28
Attachment D: Incorporation of FTA Terms and Conditions.....	29-47
6.9 Appendices:	
Appendix A: Government-Wide Debarment and Suspension (Non-Procurement)	
Appendix B: Certification Regarding Lobbying	
Appendix C: U. S. DOL Wage & Benefits Determination	
Appendix D: FY 2016 Transit Schedules and Routes	



OFFEROR'S CHECKLIST (This checklist is provided for assistance only and should not be submitted with Offeror's proposal)

**The 10 Most Critical Things to Keep in Mind
When Responding to this RFP**

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; Schedule of Events; form of proposals; contract requirements (i.e., contract performance security, insurance requirements, performance, and/or reporting requirements, etc.).
2. _____ **Note the Single Point of Contact's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify GRTA of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the single point of contact by the due date listed in the Schedule of Events and review the answers given, which will be in the form of an addendum to the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume GRTA will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with GRTA. The proposals are evaluated based solely on the information and materials provided in your proposal.
7. _____ **Use the forms provided**, i.e., cover page, Non-collusion Affidavit Form, etc.
8. _____ **Check GRTA's website for RFP addenda.** Before submitting your proposal, check GRTA's website at <http://www.grta.guam.gov> to see whether any addenda were issued for the RFP. If so, you must submit a signed copy of the addendum for each addendum issued along with your proposal.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

SECTION 1: SCHEDULE OF EVENTS

EVENT	DATE
RFP Issue Date	<i>May 13, 2016 2:00 p.m. (ChST)</i>
Deadline for Receipt of Written Questions	<i>May 20, 2016 4:00 p.m. (ChST)</i>
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Proposal Due Date	<i>June 10, 2016 4:00 p.m. (ChST)</i>

SECTION 2: PROJECT OVERVIEW AND INSTRUCTIONS

2.0 Project Overview

The Guam Regional Transit Authority (GRTA) is soliciting proposals, priced on a firm-fixed price basis, to provide and implement Transportation Management System (TMS) software including hardware that is web-based as described in the Scope of Service of this Request for Proposal (RFP). The funding for this project is provided by a grant from the Federal Transit Administration (FTA), United States Department of Transportation (USDOT).

It shall be the responsibility of the contractor to provide, integrate, and implement software including hardware which will provide the required functionality. It will also be the responsibility of the contractor to test the new system with GRTA and provide support services, to train appropriate GRTA personnel as well as its contracted personnel to use, and to maintain the system.

There are two major objectives to be met by the development of this RFP. The objectives are the following:

- To present an overview of functional requirements for the new system; and
- To provide a format for submitting a proposal that will best meet GRTA's needs.

While every effort has been made to ensure the accuracy and completeness of the information in this RFP, GRTA recognizes that the information is not exhaustive in every detail and that all works and materials may not be expressly mentioned in the requirements of this RFP. Therefore, it is the responsibility of the contractor to include in their proposal all software, including hardware and training, requirements that are necessary for the full and faithful performance of the system requirements in accordance with the objectives of GRTA. The offered system shall be complete in every response inclusive of all designs, components, personnel training, and recommendations for auxiliary equipment and required maintenance or licensing, etc.

Background of GRTA Operations: Thus far, GRTA operates an island-wide public transit system through a third party contract with a consortium of privately-owned companies that provides the vehicles, vehicle maintenance, operators, dispatchers, schedulers, supervisors, and administration/maintenance facilities. The annual rides provided across the last five (5) years range from 317,538 (2009) to 182,329 (2013) for all fixed route and paratransit riders. Cuts in budget in 2012 (166,974) resulted in fewer vehicles, operating days, and hours of service. Service expansion in 2013 (182,329) has resulted in increased ridership over the prior year. In 2014 and 2015, the yearly ridership total was recorded at 221,295 and 235,466 respectively.

Once the Proposed GRTA One-Call/One-Click Dispatch Center is fully operational, GRTA anticipates coordinating transit services with the Division of Senior Citizen Services (DSC) of the Department of Public Health & Social Services (DPHSS) which presently operates demand responsive service with fifteen (15) vehicles for persons age 55 and over.

Demand Response Paratransit Services: Currently, six (6) ADA accessible vehicles provide GRTA demand responsive paratransit service with an average of 134 daily trips. The total number of

paratransit trips for FY 2014 was recorded at 49,366 including no-shows. And in FY 2015, GRTA logged an annual ridership total of 46,560. GRTA's paratransit service operates six (6) days a week from 5:30 a.m. first run to 12:30 p.m. and from 2:30 p.m. to 7:30 p.m. last run up to 8:30 p.m. as a complementary service to our fixed route service. GRTA's paratransit service provides curb-to-curb with origination to destination service as needed.

The request for paratransit service must be made at least one day prior to the desired trip date and may be scheduled up to two days in advance with same day service subject to availability. It is desired to have the flexibility to schedule on-call rides for up to seven days. The current paratransit customer database contains approximately 460 active customer information files. Subscription service is presently limited to 50% of all hourly service.

Fixed Route Service: To date, GRTA operates fixed route service with five (5) ADA accessible vehicles on seven (7) different lines with a total of 164 stops of which 10 are served by more than one route. GRTA'S fixed route service is provided Monday through Saturday, 5:30 a.m. first run - 12:30 p.m. and again at 2:30 p.m. - 7:30 p.m. last run up through 8:30 p.m. - refer to Appendix D: FY 2016 Transit Schedules and Routes. No service is provided on Sundays or jointly-observed local and federal holidays. Transit fares are currently placed in the fare boxes and the operators do not give change. The passenger counts are conducted manually by operators and reported per run with no distinction of passenger activities at individual stops.

Current Fleet: The current GRTA fleet includes a total of thirteen (13) ADA accessible vehicles, eleven (11) for operations and two (2) in reserve all of which are owned by the contracted provider. This fleet will change within the next year with GRTA's procurement of approximately twenty-three (23) new vehicles. It is anticipated that eleven (11) 17 passenger low-floor cutaway vehicles will be added to the present fleet, four (4) of which are already on the island. Presently, GRTA possess eleven (11) MV-1 vans and plans to procure 1 (one) more. The DSC of the DPHSS transportation is provided by fifteen (15) vehicles (10 ADA accessible cutaways, 3 non-ADA mini passenger vans, 1 MV1, and 1 Bluebird bus) that are a mixture of government and privately-owned vehicles. Other projected incidental users have smaller vehicles and fewer in numbers (from 1 to 3).

2.1 Request for Proposal

(a) Availability. This Request for Proposal (RFP) is available for public inspection at GRTA's Office located at the Department of Public Works Compound, 542 North Marine Corps Drive, Tamuning, Guam 96913, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. and at GRTA's website: www.grta.guam.gov. A copy of the RFP may be picked up at the GRTA office or e-mailed to a prospective offeror by GRTA upon registration with GRTA and receipt of payment of a non-refundable fee of twenty-five U. S. Dollars (\$25.00) payable in cash, or by cashier's, or certified check to the Guam Regional Transit Authority. Upon obtaining this RFP, prospective offerors must complete the Acknowledgement of Receipt Form set forth in **Attachment C** and return the completed form to GRTA. Failure by prospective offerors to submit the Acknowledgement of Receipt Form to GRTA may result in the prospective offeror not receiving notices from GRTA regarding this RFP, including addenda, point deductions during the proposal evaluation process, or their proposals may be deemed non-responsive.

(b). Amendments. GRTA reserves all rights to revise or amend this RFP prior to the date set for opening the proposals. Such revisions and amendments, if any, will be announced by an amendment or

addendum to this RFP and shall be identified as such. The amendment shall refer to the portions of the RFP it amends. Amendments and addenda shall be sent to all prospective offerors who have submitted the Acknowledgement of Receipt Form to GRTA and shall also be made available at GRTA's website. All prospective offerors who have submitted the Acknowledgement of Receipt Form to GRTA must acknowledge receipt of all amendments or addenda issued.

2.2 Reserved

2.3 Pre-Proposal Questions and Conferences

(a) Pre-Proposal Questions. Prospective offerors with questions or requiring clarification or interpretation of any sections of this RFP must address their questions in writing and e-mail to the single point of contact identified at the front cover of this RFP on or before the deadline set forth in the Schedule of Events. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline shall not be considered.

(b) GRTA's Answers. GRTA will provide the official written answers by the date set forth in the Schedule of Events to all questions received by the stated due date. GRTA's response will be by written addenda. Any other forms of interpretation, correction, or change to this RFP will not be binding upon GRTA. Any written addenda will be forwarded to all entities or individuals, who have picked-up the RFP and submitted the Acknowledgement of Receipt Forms by the close of business, on the date of issuance of GRTA's answers. Prospective offerors must sign and return all addenda with their proposals.

(c) Pre-Proposal Conferences. The pre-proposal conferences will be permitted anytime prior to the deadline for submission of proposals. The conferences will be conducted only to explain the procurement requirements for this Request for Proposal. The notice of any pre-proposal conference will be provided to all entities or individuals who have picked-up the RFP and submitted the Acknowledgement of Receipt Forms. GRTA will notify all prospective offerors in writing via addenda to this RFP of any substantive clarifications provided in response to any inquiries raised during the pre-proposal conference.

2.4 Proposals

(a) General. The proposals must be in writing, signed in ink, and prepared as described in **Section 6**. Offerors must clearly mark one proposal as "ORIGINAL" and provide seven (7) hard copies and three (3) electronic copies (in .pdf format) on three (3) separate thumb drives. The original and copies must be placed in a sealed envelope clearly labeled with the RFP Number, RFP Title, and Proposal Due Date. The original should be unbound and each hard copy must be separately bound. Erasures or other changes in a proposal must be explained or noted over the signatures the offeror. The proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kinds may be rejected by GRTA as being non-compliant.

(b) Modification or Withdrawal of Proposals. The proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

(c) No Late Proposals. The proposals must be received by Myra Abaya, GRTA's Administrative Officer, by the Proposal Due Date set forth in the **Schedule of Events**. Email or facsimile proposals will not be accepted. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery to Myra Abaya, GRTA's Administrative Officer, at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

(d) GRTA not Responsible for Preparation Costs. The costs for developing and delivering proposals in response to this RFP and any subsequent presentations of the proposal as requested by GRTA shall be at the sole cost and expense of the offeror. GRTA is not liable for any expenses incurred by the offeror in the preparation, delivery, and/or presentation of its proposal or any other costs incurred by the offeror.

(e) All Timely Submitted Materials Become GRTA Property. All materials submitted in response to this RFP become the property of GRTA and shall be appended to any formal documentation, which would further define or expand any contractual relationship between GRTA and the offeror resulting from this RFP process.

(f) Rejection of Proposals. Any proposals submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of GRTA or the government of Guam in accordance with Guam Procurement Regulations § 3115(e).

2.5 Discussions and Evaluations

(a) Evaluation Committee. Upon opening the proposals received in response to this RFP, the Executive Manager of GRTA will establish an evaluation committee to hold any necessary discussions with the offerors, and to review and evaluate all timely proposals received.

(b) Discussions. In accordance with the Guam Procurement Regulations, the evaluation committee may conduct discussions with any offeror. The purposes of such discussions shall be to: (1.) determine in greater detail the offeror's qualifications; and (2.) explore with the offeror the scope and nature of the required services, the offeror's proposed method of performance, and the relative utility of alternative methods of approach. The discussions may be recorded. At least, one key offeror representative must be present for such discussions. In conducting discussions, there shall be no disclosures of any information derived from the proposals submitted by competing offerors.

(c) Evaluation of the Proposals. The evaluation committee will review and score written proposals based on the Evaluation Criteria identified in **Section 5**. The evaluation team may utilize other sources for technical assistance and guidance.

(d) Selection of the Best Qualified Offerors and Award. After the completion of Discussion and Evaluation phases of this RFP, the evaluation committee shall select, in the order of their respective qualification ranking, no fewer than three (3) offerors (or such lesser number, if less than three (3) acceptable proposals were submitted) deem to be the best qualified to provide the required services. The procurement officer or his designee will review the ranking to ensure its compliance with the RFP

process and evaluation criteria before presenting the evaluation committee's ranking to the Executive Manager for action. If approved, GRTA shall commence negotiations of a professional services agreement with the best qualified offeror for the required services at compensation determined in writing to be fair and reasonable. If compensation, contract requirements, and contract documents are agreed upon with the best qualified offeror, a recommendation will be made to the GRTA's Board of Directors for award to that offeror. If negotiations fail with the best qualified offeror, GRTA may enter into negotiations with the next qualified offeror, and so on, as provided in the Guam Procurement Regulations.

2.6 Contract

(a) Professional Services Agreement. A Professional Services Agreement will be entered into between the firm selected and GRTA.

(b) Term of Contract. The contract will be for two-year period (24 months) from the date of issuance of a notice to proceed, with option to extend annually (12 months) at the discretion of GRTA, subject to the availability of funding. It is anticipated that a notice to proceed will be issued in **September 2016**. The contractual obligation of both parties in each fiscal period succeeding the first and second is subject to the appropriation and availability of funds therefore. The contract shall provide that, in the event funds are not available for any succeeding fiscal period, the remainder of the contract shall be cancelled. Offerors are referred to Section 3121(e) of the Guam Procurement Regulations, the terms of which are incorporated herein.

2.7 Required Affidavits and Assurances

Each offeror is required to submit the affidavits and assurances attached as **Attachments A-1 through A-6**. Failure to include the said affidavits and assurances shall render a proposal non-responsive.

(a) Disclosure of Major Shareholders per 5 G.C.A. § 5233 (Attachment A-1). As a condition of this RFP, any partnership, sole proprietorship, or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the names and addresses of any persons who have held more than ten percent (10%) of the outstanding interests or shares in the said partnership, sole proprietorship, or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship, or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the names and addresses of any persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

(b) Certification of Independent Price Determination per 2 GAR § 3126 (Attachment A-2). By submitting an offer, the offeror certifies that the price submitted was independently arrived at without collusion.

(c) Representation Regarding Gratuities and Kickbacks per 5 G.C.A. § 5630 (Attachment A-3).
Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree

to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefore. **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(d) Prohibition Against Contingent Fees per 2 GAR § 11108 (Attachment A-4). It shall be a breach of ethical standards for a person to be retained, or to retain 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.

(e) Representation Regarding Ethical Standards per 2 GAR § 11103 (Attachment A-5). 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.

(f) Wage Determination per 5 G.C.A. § 5801 (Attachment A-6). 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.

(g) Benefits Determination per 5 G.C.A. § 5802 (Attachment A-6). In addition to the Wage Determination detailed in 5 G.C.A. Chapter 5, Article 13, any contract to which 5 G.C.A. Chapter 5, Article 13 applies shall also contain provisions mandating health and similar benefits for employees covered by 5 G.C.A. Chapter 5, Article 13, 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.

2.8 Prohibition Against Employment of Sex Offenders.

Pursuant to 5 G.C.A. § 5253:

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the Government of Guam, shall work for his employer on the property of the Government of Guam other than a public highway.

(b) All contracts for services to agencies listed herein shall include the following provisions:

(1) warranties 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 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) that 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 Executive Manager of the said agency be informed of such within twenty-four (24) hours of such conviction.

SECTION 3: GENERAL INFORMATION

3.1 Authority

This RFP is issued under the authority of the Guam Procurement Act and the Guam Procurement Regulations. The request for proposal process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

3.2 Offeror Competition

GRTA encourages free and open competition among offerors. Whenever possible, GRTA will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy GRTA's need to procure technically sound, cost-effective services and supplies.

3.3 Single Point of Contact

From the date this RFP is issued until final award, **offerors shall not communicate with any GRTA staff, Board Members or officials regarding this procurement**, except at the direction of the Executive Manager, the single point of contact for this procurement. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Mr. Enrique Agustin, Executive Manager
Department of Public Works Compound
542 North Marine Corps Drive
Tamuning, Guam 96913
Phone: (671) 300-7260
Fax: (671) 475-4600

Email: rnick.agustin@grta.guam.gov

3.4 Subcontractors

All subcontractors are subject to the approval of GRTA. The selected offeror shall be responsible to GRTA for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly or indirectly by the selected offeror. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and GRTA.

3.5 Taxes

The offerors are cautioned that they are subject to Guam Business Privilege Taxes and Guam Income Taxes. Specific information regarding taxes may be obtained from the Director of Revenue and Taxation.

3.6 Licensing

The offerors are cautioned that they are subject to Guam Licensing laws. Specific information on business licenses may be obtained from the Director of Revenue and Taxation and at Guam Department of Revenue and Taxation website: <https://www.guamtax.com>.

3.7 Receipt/Opening of Proposals

The proposals shall not be opened publicly, and shall be opened in the presence of two or more procurement officials. The proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a **Register of Proposals** shall be prepared which shall include for all proposals the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the supply, or service item offered. The Register of Proposals shall be opened to public inspection only after award of the contract.

3.8 Classification of Proposals as Responsive or Non-Responsive

All proposals will initially be classified as either "responsive" or "non-responsive". The proposals may be found non-responsive any time during the evaluation process or contract negotiation, if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

3.9 Determination of Responsibility

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation, if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

3.10 Completeness of Proposals

Selection and award will be based on the information contained in the offeror's proposal. The proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by GRTA. The information or materials presented by the offerors outside the formal

response or subsequent discussion/negotiation will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

3.11 Failure to Comply with Instructions

The offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. GRTA may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

3.12 GRTA's Rights Reserved

While GRTA has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by GRTA to award and execute a contract. Upon a determination such actions would be in its best interest, GRTA, in its sole discretion, reserves the right to:

- (a) Cancel or terminate this RFP;
- (b) Reject any or all proposals received in response to this RFP;
- (c) Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- (d) Waive any minor informalities in the proposals received, or have them corrected by the offerors in accordance with applicable regulations;
- (e) Not award, if it is in the best interest of GRTA not to proceed with contract execution; or
- (f) If awarded, terminate any contract, if GRTA determines adequate funds are not available.

3.13 Nondisclosure of Data

In accordance with Guam Procurement Regulations § 3114(h)(2), the offerors may identify trade secrets and other proprietary data contained in their proposals. If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, GRTA shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, GRTA shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

3.14 Debarment

The offeror certifies, by submitting its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If an offeror cannot certify this statement, attach a written explanation for review by the GRTA.

SECTION 4: SCOPE OF SERVICE

Please refer to Attachment B for the general scope of service expected to be provided by the selected offeror. The scope of service may be modified and refined during contract negotiations.

SECTION 5: EVALUATION CRITERIA

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

evaluation, rating, and selection of the proposals, the factors and their relative importance will be as follows:

Evaluation Criteria	Possible Points	Points Awarded
1.) Cover Letter and Table of Contents.	1	
2.) Ability to provide transportation management system software including hardware for the public transportation systems that meets the specifications established in this Request for Proposal.	30	
3.) Experience in the provision of transportation management system software including hardware from small to medium size rural transit operators. Include a list of five (5) clients to whom similar services have been provided within the last 24 months.	5	
4.) Explanation of how data conversion will be accomplished with current agency software to new software.	3	
5.) Description of how initial training and technical assistance (TTA) on the new software and hardware will be conducted, including: length of training and locations for training (on or off site) and the availability of on-going technical support. Also comment on future availability of training to meet the needs of program operations subsequent to staff turnover. In addition, provide specifics of providing system support and maintenance (types of support and maintenance, days/times support and maintenance are available, software upgrades, addition of optional plug-in elements, etc.).	20	
6.) Provide a projected timetable of events to install and activate the software including hardware and to provide the initial training and technical assistance.	4	
7.) List the other services and products offered by the vendor and provided information on the capacity of the proposed vendor to allow for up to 40% increase (growth and expansion) from the current GRTA and projected future collaborative partner services.	4	
8.) Provide a detailed cost estimate of charges for the software including hardware, personnel training, technical assistance services, system support and maintenance, subsequent customization, and upgrades within the software version – please see also Item 5 of this Evaluation Criteria.	28	
9.) Include required forms.	5	
MAXIMUM POINTS	100 points	

SECTION 6: PROPOSAL STRUCTURE

The offerors must organize their proposals into the sections delineated below, with tabs separating each section.

6.1 Introduction.

(a) **Cover letter** (must be on offeror’s letterhead)

(1) **Point of Contact.** The individual executing the letter shall be identified by name and position and shall be authorized to bind the offeror contractually.

(2) **Contact Information.** Include the offeror’s name, address, telephone and facsimile numbers, and email address. Also include the offeror’s principal place of business.

(b) Confirmation Statement. A point-by-point response to all numbered sections, subsections, and attachments to the RFP is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall so indicate in the point-by-point response or utilize a blanket response for the entire section with the following statement:

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

6.2 Company Overview.

(a) Type of Firm. State whether offeror is a corporation, partnership, sole proprietorship, joint venture, etc. Provide the organizational documents for offeror and a certificate of good standing from the state or territory of formation.

(b) Year Firm Established. Indicate the number of years offeror has been in business with the Transportation Management System Software including Hardware under its present business name and the number of full-time personnel employed by offeror in the last twelve (12) months.

(c) Other Firm Names. Indicate all other names by which offeror has been known and the length of time known by each name.

(d) Participating Branch Offices. If applicable, state the branch offices that participated in the development of the proposal, will participate in the evaluation phase, and will participate in the conduct of any services provided (office name and address).

6.3 Experience of Offeror.

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

- (1) Identify the proposed Project Manager;
- (2) Provide his/her resume and describe his/her qualifications;
- (3) Explain why this person has been selected as Project Manager. Information provided should substantiate the required qualifications delineated above.

(b) Key Personnel. Provide the name(s), education, qualification, experience, and the role of each key personnel assigned to perform the services under this RFP. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist with the services under this RFP. At a minimum, if the offeror is an individual, the proposal should include a complete resume of the individual. If the offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspects of the project.

(c) Client List and Work. Include a listing of current and former clients and a description of the type of work performed or that is being performed-please also refer to Item 3 of the Evaluation Criteria of this RFP.

(d) References. Offeror shall provide a minimum of five (5) references to which offeror has provided services similar to those solicited in this RFP. The references may include government agencies to whom the offeror, within the last 2 years, has provided services. At a minimum, the offeror shall provide the reference name, the location where the services were provided, contact person(s), telephone number, a complete description of the services provided, the dates the services were provided, and whether the project was completed within budget and on schedule-please also refer to Item 3 of the Evaluation Criteria of this RFP. These references may be contacted to verify offeror's ability to perform the contract. GRTA reserves the right to use any information or additional references deem necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

6.4 Provision of Services. The offerors shall provide a description of the work plan and the methods to be used that will convincingly demonstrate to GRTA what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished within the required timeframes and budget. At a minimum, the offeror's project approach shall delineate how the offeror intends to: accomplish project goals; address GRTA, the Government's, and/or stakeholders' concerns and requirements; and ensure that deadlines are met. The work plan should include a detailed project schedule within the framework of the project set forth in the scope of service (Attachments B) that includes delivery timeframes and identify opportunities for cost savings and unique and/or innovative processes or tools that will assist in streamlining the process and in ensuring the project's success-please include Items 4, 5, 6, 7, & 8 of the Evaluation Criteria to this Subsection.

6.5 Conflicts of Interest. The proposals shall also indicate any current or historical engagements or relationships with any public or private parties that could potentially create a conflict of interest with GRTA, the Government of Guam or any of its agencies or instrumentalities.

6.6 Qualification to do Business. The offerors must be licensed to conduct Transportation Management System Software and Hardware business on Guam at the time of proposal submission and must provide evidence of such licensure with their proposals. The offerors must also demonstrate that their subcontractors are licensed to conduct business on Guam. Failure to be properly licensed at the time of proposal submission or to provide evidence of licensure with the proposals is grounds for disqualification of the offerors.

6.7 Affirmative Action. Include a statement that the offeror has established and implemented an Affirmative Action Plan for equal employment opportunities.

6.8 Required Documentation:

- (a) Affidavit Disclosing Ownership and Commissions (Attachment A-1);
- (b) Affidavit Regarding Non-Collusion (Attachment A-2) ;
- (c) Affidavit Regarding Non-Gratuities or Kickbacks (Attachment A-3) ;
- (d) Affidavit Regarding Contingent Fees (Attachment A-4);
- (e) Affidavit Ethical Standards (Attachment A-5);

- (f) Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination (Attachment A-6);
- (g) Government-Wide Debarment and Suspension (Appendix A);
- (h) Certification regarding Lobbying (Appendix B).



ATTACHMENT A-1: AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) ss.
 ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

- The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- The offeror is a corporation, partnership, joint venture, or association known as _____ *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

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

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

 NOTARY PUBLIC
 My commission expires: _____



ATTACHMENT A-2: AFFIDAVIT REGARDING 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 proposal 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 proposal 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 proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal 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 proposed 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 _____, 201__.

NOTARY PUBLIC

My commission expires _____, _____.



ATTACHMENT A-3: AFFIDAVIT REGARDING 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 offeror's 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 offeror's 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 offeror's proposal.

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 _____, 200__.

NOTARY PUBLIC
My commission expires _____.



ATTACHMENT A-5: AFFIDAVIT REGARDING 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 _____, 201__.

NOTARY PUBLIC
My commission expires _____.

ATTACHMENT A-6: DECLARATION REGARDING COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

(1) That I am _____ [please select one: 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

AG 12-0198
April 10, 2012

AG Procurement Form 006 (Feb. 16, 2010)

ATTACHMENT B: SCOPE OF SERVICE

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

GRTA is initiating technology to provide coordinated transportation services with other collaborative partners. The goal of GRTA is to improve customer service, create operational efficiencies, create efficiencies in fare collection and pass distribution, improve data collection and reporting, provide staff with real-time mobile communication and automated vehicle location, etc.

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

1.1 General Category for Paratransit and Fixed Route

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

1.2 Paratransit

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

1.3 Fixed Route

- (a) GPS-based vehicle location and position transmission technologies;
- (b) Fare card reader and coded fare card printing capabilities;
- (c) Vehicle inventory and maintenance scheduling and tracking;
- (d) Driver information;
- (e) Reporting capabilities;
- (f) Tablet integration except for (e).

Within approximately six (6) month period, GRTA anticipates to award two (2) separate contracts to two (2) qualified transit providers for multi-step bid solicitations for the management and operations of GRTA's fixed route and paratransit services. Nonetheless, GRTA intends to operate a single One-Call/One-Click

Dispatch Center. The offerors shall submit one proposal using the multiple systems for two separate transit providers to manage the fixed route and paratransit TMS software, including hardware, personnel training, etc. as per this solicitation; with the flexibility to integrate both TMS software into one system should GRTA award the contract to only one (1) transit provider.

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

2. SOFTWARE FEATURES DESIRED

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

2.1 Customer Management

(a) Customer Profile and Preferences

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

(b) ADA Eligibility Management and Certification

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

(c) Address Management and Map Location

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

2.2 Reservation

(a) TMS Reservation

- (1) The reservation system shall allow client selection from a drop-down list;
- (2) The reservation system shall have the ability to manage subscription trips automatically thereby avoiding the input of similar trip repetitively, and to suspend the subscription reservation for a period of time;

- (3) To monitor the workload, the reservation system shall allow for subscription trips to be merged into future schedules;
- (4) The reservation system shall include an alert engine to advise reservationists of invalid, conditional eligibilities, or trip restrictions with the ability for supervisory override, and an alert engine to inform reservationists of Pickup and/or Drop-off times, and acceptable windows;
- (5) The offered system shall have an option to provide call generation to clients the day or evening before their trip for trip confirmation;
- (6) In the reservation system, the selection of common destinations shall be available in a drop-down list;
- (7) In the reservation system, return trips shall be created by automatically flipping the outbound trips and additional trip legs shall be easily added;
- (8) In the reservation system, every reservation shall be able to be associated with a sponsoring agency that is responsible for trip payment. This information shall be available to generate billing reports that are included in the software system;
- (9) The reservation system shall have the capability of linking reservations with a trip purpose. This information will be utilized for creating trip counts by trip purpose.

(b) Online Reservation and Interactive Transit Service Webpage

- (1) The TMS software shall have the capability to receive reservations requested online not only from those individuals with disabilities, but particularly to those that are visually and hearing impaired thru their personal computers and smart phones with the aid of assistive technology;
- (2) The TMS software shall have the capacity to interface with GRTA website that caters not only to the general riding public and individuals with disabilities, but specifically to those individuals who are hearing and visually impaired thru their personal computers and smart phones with the aid of assistive technology.

2.3 Scheduling

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

2.4 Dispatching

- (a) The dispatching system shall allow dispatchers quick access to schedule, trip, customer information; to make last minute changes to routes and schedules; and to manage no-show, cancellations, and trip status;
- (b) The dispatching system shall permit quick access to information or data concerning daily transit operations;

- (c) The dispatching system shall be able to enter trip information such as odometer readings, stop times, and driver/customer comments;
- (d) The dispatching system shall have real-time communications (send/receive messages to/from drivers) with the bus operators by means of tablet devices on the vehicles;
- (e) The dispatching system shall be flexible enough to allow for a subset of trips selection, to display trips for just one client, to sort the displayed trips in various ways, to easily view "future" schedules without leaving this screen;
- (f) With the dispatching system, transit operators shall be able to easily and immediately receive new trips entered and/or updates made to existing trips;
- (g) The dispatching system shall provide visual aids for easily distinguishing "pending" trips and "completed" trips, etc.;
- (h) The dispatching system shall be able to filter and format views to highlight key dispatch issues;
- (i) The dispatching system shall be able to calculate and estimate time of arrivals based upon stop times and route performance.

2.5 Vehicle Inventory & Maintenance Scheduling/ Tracking

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

2.6 Driver Information

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

2.7 Reporting

- (a) It is of extreme importance that the selected system provides for capturing and storing information necessary for all local and federal government reporting. In addition, the system shall provide built-in standard reports and easy generation of the same with the ability to customize. These reports shall include; but not be limited to: operating statistics such as drivers' daily trip schedules, passenger counts, passenger counts by various categories, age, etc., unduplicated counts, trip counts by trip purpose, counts by destination and originating locations, and productivity statistics for routes, runs, vehicles, and services such as late cancellations, no shows, on-time performance, etc.;
- (b) The system shall provide all data and information necessary for National Transit Database reporting, including revenue miles, non-revenue miles, revenue times, non-revenue time and one-way trips, etc.;

- (c) The system shall provide an easy method of creating customized reports to provide specific local and federal reporting requirements;
- (d) The system shall provide for exporting report results to various formats such as Excel, Access, etc. for further data manipulation, etc.;
- (e) The system shall provide for reporting economic indicators to demonstrate the economic impact of transportation services;
- (f) It is required that the reporting be a part of the total system and not based on the use of any third party software.

2.8 Tablet Integration

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

3. SYSTEM HARDWARE AND INTERNET SPECIFICATIONS

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

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

3.1 Tablet Minimum Requirements

- The operating system shall be Android 4.0 or approved equal;

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

3.2 Personal Computer (Desktop Workstation) Minimum requirements

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

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

GRTA has designated an area within our temporary administration office located at the Department of Public Works compound for the Proposed One-Call/One-Click Dispatch Center. After the completion of construction of the Department of Integrated Services for Individuals with Disabilities (DISID) Community Resource Center, which GRTA anticipates to happen within two year period, GRTA intends to relocate the administration office and the One-Call/One-Click Dispatch Center to this facility permanently.

To insure seamless operations of the One-Call/One-Click Dispatch Center during the relocation period, the TMS Software provider shall recommend an optimal Internet speed to the new facility internet system for efficient operation. In addition, the TMS provider shall develop, and implement a transition plan, prior to GRTA approval, to insure unimpeded operations of GRTA's One-Call/One-Click Dispatch Center.

4. GENERAL ADMINISTRATIVE INFORMATION

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

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

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

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

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

Growth & Expansion Provisions / Other Products / Modules Offered- List the other services and products your company offer and provide information on the capacity of the proposed vendor to allow for up to 40% increase (growth and expansion) from the current public transit system of the Guam Regional Transit Authority and projected future collaborative partner services. Include a description of the scalability of the software in terms of additional users, in terms of module plug in features/options, and estimated costs.

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

5. COST PROPOSAL

One-Time Implementation Costs- Provide a detailed breakdown of all costs to implement the proposed system (software and hardware costs, costs, licensing costs, etc.). Fare barcode reading devices may be included as an option.

For any contract or subcontract related to the projects funded in whole or in part with Federal Transit Administration (FTA) funds, the bid or proposal submitted for the contract, is required to show what the indirect cost (overhead cost not associated with any one particular project defined under 48 CFR § 31.203) associated with the project are, to state how the indirect cost figure was

reached, and to certify (pursuant to FTA MAP 21, Section 5325, Parts B and C) that they are allowable costs under 48 CFR § 31.2.

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

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

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

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

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



ATTACHMENT C: ACKNOWLEDGEMENT OF RECEIPT FORM

GUAM REGIONAL TRANSIT AUTHORITY

Please acknowledge receipt of

RFP-GRTA-2016-002

Request for Proposal for the Transportation Management System Software and Hardware

Name of Prospective Offeror	_____
Name of person receiving RFP	_____
Signature	_____
Date	_____
Time	_____
Contact Person regarding RFP	_____
Company/Firm	_____
Title	_____
E-mail Address	_____
Contact Number	_____
Fax Number	_____
Address	_____

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

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

D.1 Federally Required and Other Model Contract Clauses

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

1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118

41 CFR Part 301-10

Applicability to Contracts

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

Flow Down Requirements

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

Model Clause/Language

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

Fly America Requirements

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

2. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

Applicability to Contracts

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

Applicability to Micro-Purchases

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

Flow Down

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

Model Clause/Language

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

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

3. ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

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

Model Clause/Language

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

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

4. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

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

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

5. LOBBYING
31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts

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

Flow Down

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

Mandatory Clause/Language

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

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

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

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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



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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

6. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

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

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



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

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

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

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

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

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>State Grantees</u>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹ non-		Yes, if non-competitive award or if	None unless non-competitive	None unless non-competitive	None unless non-competitive



b. Contracts above \$100,000/Capital Projects	competitive award		funded thru ² 5307/5309/5311	award	award	award
II <u>Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

7. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

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

Model Clause/Language

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

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

8. CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

Applicability to Contracts

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

Flow Down

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

Model Clauses/Language

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

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

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

9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

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

Model Clause/Language

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

No Obligation by the Federal Government.

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

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

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

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

Model Clause/Language

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

11. TERMINATION

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

Applicability to Contracts

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

Flow Down

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

Model Clause/Language

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

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

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

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

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

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

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

- e. **Termination for Convenience (Professional or Transit Service Contracts)** The Recipient, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

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

Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

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

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

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

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

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

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

- j. **Termination for Convenience of Default (Cost-Type Contracts)** The Recipient may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the Recipient or for the default

of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Recipient, or property supplied to the Contractor by the Recipient. If the termination is for default, the Recipient may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Recipient and the parties shall negotiate the termination settlement to be paid the Contractor.

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

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

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

Background and Applicability

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

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

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

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

Clause Language

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

Suspension and Debarment

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

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

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

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

13. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

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

Model Clause/Language

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

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

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

comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

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

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

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

14. BREACHES AND DISPUTE RESOLUTION

**49 CFR Part 18
FTA Circular 4220.1E**

Applicability to Contracts

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

Flow Down

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

Model Clauses/Language

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

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

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

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

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

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

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE

subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

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

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

Clause Language

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

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

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **1.62 %**. A separate contract goal **has not** been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **GRTA** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. **If a separate contract goal has been established**, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **prior to award**:
 1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

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

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

- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **GRTA**. In addition, **the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.**
- e. The contractor must promptly notify **GRTA**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **GRTA**.



GUAM REGIONAL TRANSIT AUTHORITY

Government of Guam

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Raymond S. Tenorio, Lt. Governor
Enrique Agustin, Executive Manager

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APPENDIX A

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION



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

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

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

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

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

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

Acknowledgement of Receipt:

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date



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APPENDIX B

CERTIFICATION REGARDING LOBBYING



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Government of Guam

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

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

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

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date



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APPENDIX C

**REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE
CONTRACT ACT**

WD 05-2147 (Rev.-18) was first posted on www.wdol.gov on 07/14/2015

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

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-2147
Revision No.: 18
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57

01410 - Supply Technician	17.67
01420 - Survey Worker	15.26
01531 - Travel Clerk I	11.61
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.44
01611 - Word Processor I	12.25
01612 - Word Processor II	13.75
01613 - Word Processor III	15.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81

12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
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	13.65
14160 - Personal Computer Support Technician	19.50

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67

23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90

27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.74
30621 - Weather Observer, Senior	(see 2) 23.00

31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.



GUAM REGIONAL TRANSIT AUTHORITY
Government of Guam

Eddie B. Calvo, Governor
Raymond S. Tenorio, Lt. Governor
Enrique Agustin, Executive Manager

P.O. Box 2896
Hagatna, Guam 96932

Phone: (671) 475-4686 or 475-4616
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APPENDIX D

FY 2016 TRANSIT SCHEDULES AND ROUTES



GREYLINE

Dededo—Yigo—Surrounding Areas
1 Hour Interval
Morning run 5:30am-last run (AM) 11:30AM
Dededo-Yigo—Surrounding Areas
Afternoon run 2:30pm-last run (PM) 7:30pm

PARA TRANSIT "FREEDOM 1-5"

Six (6) PARA Transit Services Island Wide
Pick up time services per par transit rider is
Average Thirty (30) minutes
Morning run 5:30am—last run (AM) 11:30am
Afternoon run 2:30pm—last run (PM) 7:30pm
Hours of Service

BLUELINE 1

Hagatna—Tamuning—Dededo
2 Hours Interval
Morning run 5:30am—last run (AM) 11:30am
Dededo—Tumon—Hagatna
Afternoon run 2:30pm—last run (PM) 7:30pm
Hours of Service

BLUELINE 2A

Hagatna-Asan-Piti-Agat-Umatat-Merizo
2 Hours Interval
Morning run 5:30am—last run (AM) 11:30am
Hagatna—Aan—Piti-Agat-Umatat-Merizo
Afternoon run 2:30pm—last run (PM) 7:30pm
Hours of Service

BLUELINE EXPRESS

Hagatna-Tamuning-Tumon
1 Hour Interval
Morning run 5:30am—last run (AM) 11:30am
Hagatna—Tamuning-Tumon
Afternoon run 2:30pm—last run (PM) 7:30pm
Hours of Service

REDLINE ONE

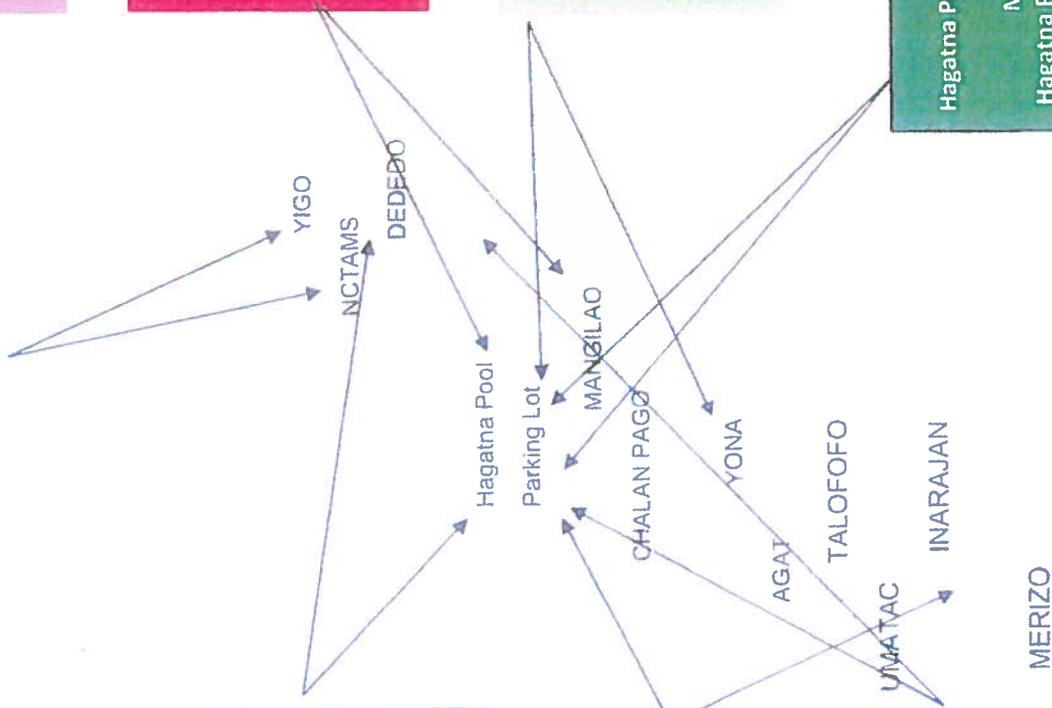
Hagatna—Mangilao—Barrigada—Hagatna
1 Hour Interval
Morning run 5:30am—last run (AM) 11:30am
Hagatna—Mangilao—Barrigada—Hagatna
Afternoon run 2:30pm—last run (PM) 7:30pm
Hours of Service

GREENLINE

Hagatna—Yona—Talofofo
2 Hours Interval
Morning run 5:30am—last run (AM) 11:30am
Hagatna—Yona—Talofofo
Afternoon run 2:30pm—last run (PM) 7:30pm
Hours of Service

GREENLINE EXPRESS

Hagatna Pool Parking Lot-Adelup-Agana Hgts-Sinajana-Hagatna
1 Hour Interval
Morning run 5:30am—last run (AM) 11:30am
Hagatna Pool Parking Lot-Adelup-Agana Hgts-Sinajana-Hagatna
Afternoon run 2:30pm—last run (PM) 7:30pm
Hours of Service





**Guam Regional Transit Authority
Government of Guam**

DISCOUNT FARE PASSES

Students 6-18 years & Seniors 55 yrs. & up

One Ride Pass	= .35c
One Day Pass	= \$1
One Week Pass	= \$5
One Month Pass	= \$20

PARATRANSIT FARES

ADA CERTIFIED

INDIVIDUAL WITH DISABILITIES

One Ride Pass	= .35c
One Day Pass	= \$1
One Week Pass	= \$5
One Month Pass	= \$20

REGULAR FARE PASSES

One Ride Pass	= \$1
One Day Pass	= \$3
One Week Pass	= 15
One Month Pass	= 55

GREYLINE**DEDEDO - YIGO AND SURROUNDING AREAS**

Harmon Drugs	NCS SHELL	Before AAFB Traffic Light	Ypaopao Estates (1st Bus Stop)
Dededo Public Health	Fern Terrace Entrance	Chalan Evangelista	GHURA 501 (1st Bus Stop)
La Familia Store	Chalan Castro Entrance	Yigo Mayor's Office	Dededo Mayor's Office
Swamp Road Entrance (Ysengsong)	Santa Ana Subdivision (Ritidian Mart)	Joann's Bakery Bus Stop	Harmon Drugs
Parks Market	Lie's Retail Store	GHURA 506 (1st Bus Stop)	
Astumbo Community Center	Chalan Ramirez Entrance	Wusstig Market Bus Stop	

GREENLINE**YONA - INARAJAN - TALOFOFO**

Hagatna Pool Parking Lot	Manenggon Entrance (by Ylig Bridge)	Inarajan Public Pool	Camachile Store
Hagatna Library	Jeff's Pirate's Cove Entrance	76 Gas Station Inarajan	Day Buy Day Store
Public Defender	Mobil Ipan	McKrauts	Yona Church
Yona Mobil	Talofofo Bay	Talofofo Mayor's Office	White House (Sinajana)
Buenas Mart	Talofofo Falls Entrance	Windward Hills Bus Stop	Taco Bell (Hagatna)
7-Day Market	Inarajan Public Health	Baza Garden Baseball Field	Hagatna Pool Parking Lot

GREENLINE EXPRESS**HAGATNA POOL PARKING LOT - ADELUP - AGANA HEIGHTS - SINAJANA - HAGATNA**

Hagatna Pool Parking Lot	Agana Heights Mayor's Office	GCIC	Sinajana Church (St. Jude)
GCIC	Sinajana Church (St. Jude)	Adelup Complex	Angel Santos Latte Stone Memorial Park Agana
Adelup Complex	Angel Santos Latte Stone Memorial Park Agana	V.A. Clinic (Naval Hospital)	Hava Java (across Immigration Bldg.)
V.A. Clinic (Naval Hospital)	Hava Java (across Immigration Bldg.)	Parks And Recreation Office	Hagatna Pool Parking Lot
Parks And Recreation Office	Hagatna Pool Parking Lot	Agana Heights Mayor's Office	

BLUELINE 1**HAGATNA - TAMUNING - MICRONESIA MALL - TUMON - HAGATNA**

Hagatna Pool Parking Lot	Traffic Light (Pia Marine)	Harmon Drugs	Guam Medical Plaza
Citibank	Calvary Baptist Church Bus Stop	Reef Hotel Traffic Light	Farenholt Store
Old Ben Franklin Building	Micronesia Mall	Hyatt Hotel (bus stop)	Baltej Pavilion
ITC Building	Dededo Public Health	Burger King (across Tumom Sands)	Guam Premium Outlets (GPO)
Summer Garden Apts.	Calvo's Building (next to Fatima Mobil)	Subway/Fuji-Ichiban	Orlean Pacific Plaza
Across Century Plaza	Fortune Cookie Café	Across Fountain Plaza	Hagatna Pool Parking Lot
GIAA Departures	Kayen Kaskado (entrance)	PIC Hotel (Bus Stop)	
Kmart Traffic Light	Shirley's Coffee Shop	Hilton Hotel Entrance	
GTA Upper Tumon	Iglesias Ni Cristo Church (Rt 16)	GMH Entrance	

BLUELINE 2A**HAGATNA - ASAN - PITI - AGAT - UMATAC - MERIZO**

Hagatna Pool Parking Lot	Navy Station Pass & ID	Shell (Merizo)	Fish Eye Marine Park
GCIC Building (rear side)	Camp Covington Gate	Umatac Fire Station	Asan Mayor's Office
Bell Tower Anigua	Santa Rita/Agat Traffic Light	Agat Mayor's Office	Across Gov Complex (Adelup)
Adelup Complex Entrance	Pagachao (GHURA Office)	Santa Rita/Agat Traffic Light	Bell Tower Anigua
Asan Mayor's Office	Santa Ana Church	Across Camp Covington Gate	Hagatna Pool Parking Lot
Fish Eye Marine Park	Umatac Mayor's Office	Pizza Hut Bus Stop	
Piti Church	Merizo Mayor's Office/North & South Doyle St.	Piti Church	

BLUELINE EXPRESS**HAGATNA - TAMUNING - TUMON**

Hagatna Pool Parking Lot	Fountain Plaza (bus stop)	Tumon 7 Mart	Across Citibank (before traffic light)
ITC Building	Acanta Mall	JFK School	Hagatna Pool Parking Lot
GPO/Gaylord Traffic Light	JP Super Store	Century Plaza	
Good Samaritan Clinic	Micronesia Mall / Macy's	Paul's Plaza	
Hafa Adai Specialist Group	Harmon Drugs	Orlean Pacific Plaza	

REDLINE**HAGATNA - MANGILAO - BARRIGADA - TOTO - HAGATNA**

Hagatna Pool Parking Lot	Song Market	Guam Community College	Tiyan Gate Bus Stop (Across H&R Block)
Hagatna Library	Mangilao Payless	Os 7 Mart	Mongmong/Toto/Maite Mayor's Office
Public Defender	UOG English Building Parking Lot	Mangilao Church	Oasis Apartments Entrance
Ordot Mayor's Office	Leon Guerrero Building	Vietnam Memorial Wall (Rt 10)	Gov Guam Retirement Building
Island Fresh Supermarket	UOG Fieldhouse	LP Untalan Middle School	Hagatna Pool Parking Lot
Chalan Pago Church	GW Football Field (stop sign)	Barrigada Mayor's Office	

GREYLINE

DEDEDO - YIGO AND SURROUNDING AREAS

Minor revisions 11.30.2015

Transit Stops	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run	10th Run	11th Run	12th Run	13th Run
	5:30 A Depart	6:30 A Depart	7:30 A Depart	8:30 A Depart	9:30 A Depart	10:30 A Depart	11:30 A Depart	2:30 P Depart	3:30 P Depart	4:30 P Depart	5:30 P Depart	6:30 P Depart	7:30 P Depart
Harmon Drugs	5:30	6:30	7:30	8:30	9:30	10:30	11:30	2:30	3:30	4:30	5:30	6:30	7:30
Dededo Public Health	5:36	6:36	7:36	8:36	9:36	10:36	11:36	2:36	3:36	4:36	5:36	6:36	7:36
La Familia Store	5:39	6:39	7:39	8:39	9:39	10:39	11:39	2:39	3:39	4:39	5:39	6:39	7:39
Swamp Road Entrance (Ysengsong)	5:41	6:41	7:41	8:41	9:41	10:41	11:41	2:41	3:41	4:41	5:41	6:41	7:41
Parks Market	5:44	6:44	7:44	8:44	9:44	10:44	11:44	2:44	3:44	4:44	5:44	6:44	7:44
Astumbo Community Center	5:46	6:46	7:46	8:46	9:46	10:46	11:46	2:46	3:46	4:46	5:46	6:46	7:46
NCS SHELL	5:49	6:49	7:49	8:49	9:49	10:49	11:49	2:49	3:49	4:49	5:49	6:49	7:49
Fern Terrace Entrance	5:50	6:50	7:50	8:50	9:50	10:50	11:50	2:50	3:50	4:50	5:50	6:50	7:50
Chalan Castro Entrance	5:52	6:52	7:52	8:52	9:52	10:52	11:52	2:52	3:52	4:52	5:52	6:52	7:52
Santa Ana Subdivision (Ritidian Mart)	5:55	6:55	7:55	8:55	9:55	10:55	11:55	2:55	3:55	4:55	5:55	6:55	7:55
Lie's Retail Store	5:58	6:58	7:58	8:58	9:58	10:58	11:58	2:58	3:58	4:58	5:58	6:58	7:58
Chalan Ramirez Entrance	6:01	7:01	8:01	9:01	10:01	11:01	12:01	3:01	4:01	5:01	6:01	7:01	8:01
Before AAFB Traffic Light	6:04	7:04	8:04	9:04	10:04	11:04	12:04	3:04	4:04	5:04	6:04	7:04	8:04
Chalan Evangelista	6:07	7:07	8:07	9:07	10:07	11:07	12:07	3:07	4:07	5:07	6:07	7:07	8:07
Yigo Mayor's Office	6:12	7:12	8:12	9:12	10:12	11:12	12:12	3:12	4:12	5:12	6:12	7:12	8:12
Joann's Bakery Bus Stop	6:14	7:14	8:14	9:14	10:14	11:14	12:14	3:14	4:14	5:14	6:14	7:14	8:14
GHURA 506 (1st Bus Stop)	6:17	7:17	8:17	9:17	10:17	11:17	12:17	3:17	4:17	5:17	6:17	7:17	8:17
Wusstig Market Bus Stop	6:20	7:20	8:20	9:20	10:20	11:20	12:20	3:20	4:20	5:20	6:20	7:20	8:20
Ypaopao Estates (1st Bus Stop)	6:24	7:24	8:24	9:24	10:24	11:24	12:24	3:24	4:24	5:24	6:24	7:24	8:24
GHURA 501 (1st Bus Stop)	6:27	7:27	8:27	9:27	10:27	11:27	12:27	3:27	4:27	5:27	6:27	7:27	8:27
Dededo Mayor's Office	6:29	7:29	8:29	9:29	10:29	11:29	12:29	3:29	4:29	5:29	6:29	7:29	8:29
Harmon Drugs													

SHIFT CHANGE

*Days of Operations: Monday - Saturday: No service provided on Sunday
 *Holidays w/No Service - New Years Day, Martin Luther King, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Christmas Day.



Minor revisions 11.30.2015

Transit Stops	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run
	5:30 A Depart	7:30 A	8:30 A	9:30 A Depart	11:30 A	2:30 P	3:30 P Depart	5:30 P Depart	7:30 P
Hagatna Pool Parking Lot	5:30			9:30			3:30	5:30	
Hagatna Library	5:33			9:33			3:33	5:33	
Public Defender	5:41			9:41			3:41	5:41	
Yona Mobil	5:44			9:44			3:44	5:44	
Buenas Mart	5:47			9:47			3:47	5:47	
7-Day Market	5:50			9:50			3:50	5:50	
Manenggon Entrance (by Ylig Bridge)	5:55			9:55			3:55	5:55	
Jeff's Pirate's Cove Entrance	6:00			10:00			4:00	6:00	
Mobil Ipan	6:04			10:04			4:04	6:04	
Talofoto Bay	6:10			10:10			4:10	6:10	
Talofoto Falls Entrance	6:16			10:16			4:16	6:16	
Inarajan Public Health	6:23			10:23			4:23	6:23	
Inarajan Public Pool	6:29			10:29			4:29	6:29	
76 Gas Station Inarajan	6:37			10:37			4:37	6:37	
McKrauts	6:40			10:40			4:40	6:40	
Talofoto Mayor's Office	6:51			10:51			4:51	6:51	
Windward Hillis Bus Stop	7:01			11:01			5:01	7:01	
Baza Garden Baseball Field	7:06			11:06			5:06	7:06	
Camachile Store	7:09			11:09			5:09	7:09	
Day Buy Day Store	7:17			11:17			5:17	7:17	
Yona Church	7:20			11:20			5:20	7:20	
White House (Sinajana)	7:23			11:23			5:23	7:23	
Taco Bell (Hagatna)	7:29			11:29			5:29	7:29	
Hagatna Pool Parking Lot									

SHIFT CHANGE

Greenline Express

Greenline Express

Greenline Express

Greenline Express

Greenline Express

*Days of Operations: Monday - Saturday: No service provided on Sunday
 *Holidays w/No Service - New Years Day, Martin Luther King, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Christmas Day.

GREENLINE EXPRESS

Hagatna Pool Parking Lot - Adelup - Agana Heights - Sinajana - Hagatna

Minor revisions 11.30.2015

Transit Stops	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run
	5:30 A	7:30 A Depart	8:30 A Depart	9:30 A Greenline Route	11:30 A Depart	2:30 P Depart	3:30 P Greenline Route	5:30 P Greenline Route	7:30 P Depart
Hagatna Pool Parking Lot		7:30	8:30		11:30	2:30			7:30
GCIC		7:34	8:36		11:36	2:36			7:36
Adelup Complex		7:38	8:39		11:39	2:39			7:39
V.A. Clinic (Naval Hospital)		7:41	8:43		11:43	2:43			7:43
Parks And Recreation Office		7:45	8:47		11:47	2:47			7:47
Agana Heights Mayor's Office		7:48	8:48		11:48	2:48			7:48
Sinajana Church (St. Jude)		7:51	8:57		11:51	2:51			7:51
Angel Santos Latte Memorial Park		7:54	8:54		11:54	2:54			7:54
Hava Java (across Immigrations)		7:58	8:57		11:57	2:57			7:57
Hagatna Pool Parking Lot		8:00	9:00		12:00	3:00			8:00
GCIC		8:04	9:04		12:04	3:04			8:04
Adelup Complex		8:07	9:07		12:07	3:07			8:07
V.A. Clinic (Naval Hospital)		8:11	9:11		12:11	3:11			8:11
Parks And Recreation Office		8:14	9:14		12:14	3:14			8:14
Agana Heights Mayor's Office		8:18	9:19		12:18	3:18			8:18
Sinajana Church (St. Jude)		8:21	9:21		12:21	3:21			8:21
Angel Santos Latte Memorial Park		8:24	9:24		12:24	3:24			8:24
Hava Java (across Immigrations)		8:27	9:27		12:27	3:27			8:27
Hagatna Pool Parking Lot									

SHIFT CHANGE

*Days of Operations: Monday - Saturday: No service provided on Sunday
*Holidays w/No Service- New Years Day, Martin Luther King, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Christmas Day.



Hagåtña - Tamuning - Micronesia Mall - Tumon - Hagatña

Minor revisions 11.30.2015

Transit Stops

Transit Stop	1st Run		2nd Run		3rd Run		4th Run		5th Run		6th Run		7th Run		8th Run	
	Depart	Arrive														
Citibank	5:34	7:34	9:34	11:34					3:34	5:34	7:34					
ITC Building	5:41	7:41	9:41	11:41					3:41	5:41	7:41					
Across Century Plaza	5:47	7:47	9:47	11:47					3:47	5:47	7:47					
Kmart Traffic Light	5:54	7:54	9:54	11:54					3:54	5:54	7:54					
Traffic Light (Pia Marine)	6:00	8:00	10:00	12:00					4:00	6:00	8:00					
Micronesia Mall	6:06	8:06	10:06	12:06					4:06	6:06	8:06					
Calvo's Building (next to Fatima Mobil)	6:12	8:12	10:12	12:12					4:12	6:12	8:12					
Kayen Kaskado (entrance)	6:19	8:19	10:19	12:19					4:19	6:19	8:19					
Iglesias Ne Christo Church (Rt 16)	6:25	8:25	10:25	12:25					4:25	6:25	8:25					
Reef Hotel Traffic Light	6:31	8:31	10:31						4:31	6:31	8:31					
Burger King (across Tumom Sands)	6:40	8:40	10:40						4:40	6:40	8:40					
Across Fountain Plaza	6:46	8:46	10:46						4:46	6:46	8:46					
Hilton Hotel Entrance	6:52	8:52	10:52						4:52	6:52	8:52					
Guam Medical Plaza	7:01	9:01	11:01						5:01	7:01	9:01					
Baitej Pavillon	7:09	9:09	11:09						5:09	7:09	9:09					
Orleans Plaza	7:19	9:19	11:19						5:19	7:19	9:19					

SHIFT CHANGE

*Days of Operations: Monday - Saturday: No service provided on Sunday
 *Holidays w/No Service: New Years Day, Martin Luther King, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Christmas Day.

Hagåtña - Asan - Piti - Agat - Umatac - Merizo

Minor revisions 11.30.2015

Transit Stops

Transit Stops	1st Run	2nd & 3rd Run	4th Run	5th Run	6th & 7th Run	8th Run	9th Run
	5:30 A Depart	9:30 A Run	9:30 A Depart	9:30 A Run	5:30 P Run	5:30 P Depart	
Hagatna Pool Parking Lot	5:30		9:30			5:30	
GCIC Building (rear side)			9:34			5:34	
Bell Tower, Anigua	5:37		9:37			5:37	
Adelup Complex Entrance	5:40		9:40			5:40	
Asan Mayor's Office	5:44		9:44			5:44	
Fish Eye Marine Park	5:47		9:47			5:47	
Piti Church	5:50		9:50			5:50	
Navy Station Pass & ID	5:53		9:53			5:53	
Camp Govington Gate	5:56		9:56			5:56	
Santa Rita/Agat Traffic Light	5:59		9:59			5:59	
Pagachao (GHURA Office)	6:03		10:03			6:03	
Santa Ana Church	6:07		10:07			6:07	
Umatac Mayor's Office	6:11		10:11			6:11	
Merizo Mayor's Office/ North & South Doyle St.	6:21		10:21			6:21	
Shell (Merizo)	6:26		10:26			6:26	
Umatac Fire Station	6:36		10:36			6:36	
Agat Mayor's Office	6:57		10:57			6:57	
Santa Rita/Agat Traffic Light	7:01		11:01			7:01	
Across Camp Govington Gate	7:06		11:06			7:06	
Pizza Hut Bus Stop	7:10		11:10			7:10	
Piti Church	7:14		11:14			7:14	
Fish Eye Marine Park	7:18		11:18			7:18	
Asan Mayor's Office	7:22		11:22			7:22	
Across Gov Complex (Adelup)	7:25		11:25			7:25	
Bell Tower, Anigua	7:28		11:28			7:28	
Hagatna Pool Parking Lot							

SHIFT CHANGE

Agat Marina will be a stop going south bound after the schedule stop at the Agat / Santa Rita Traffic Light

Agat Mayor's office will be a stop going south bound for drop off only

*Days of Operations: Monday - Saturday: No service provided on Sunday

*Holidays w/No Service - New Years Day, Martin Luther King, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Christmas Day.

BLUELINE EXPRESS



Hagåtña - Tamuning-Tumon

Minor revisions 11.30.2015

Transit Stops	1st Run	2nd Run	3rd Run	4th Run	5th Run	6th Run	7th Run	8th Run	9th Run	10th Run	
	5:30 A	Depart	Depart	9:00 A	Depart	2:30 P	Depart	Depart	5:30 P	Depart	
Hagåtña Pool Parking Lot	BlueLine 2A Schedule										
ITC Building	7:38	7:38	8:38	11:38	11:38	BlueLine 2A Schedule					7:38
POI/Gaylord Traffic Light	7:44	7:44	8:44	11:44	11:44	BlueLine 2A Schedule					7:44
Good Samaritan Clinic	7:50	7:50	8:50	11:50	11:50	BlueLine 2A Schedule					7:50
Hala Adai Specialist Group	7:56	7:56	8:56	11:56	11:56	BlueLine 2A Schedule					7:56
Fountain Plaza (bus stop)	8:05	8:05	9:05	12:05	12:05	BlueLine 2A Schedule					8:05
Acarria Mall	8:11	8:11	9:11	12:11	12:11	BlueLine 2A Schedule					8:11
JP Super Store	8:18	8:18	9:18	12:18	12:18	BlueLine 2A Schedule					8:18
Macro Mall / Macy's	8:27	8:27	9:27	12:27	12:27	BlueLine 2A Schedule					8:27
Harmon Drugs	BlueLine 2A Schedule										
Simon 7 Mart	BlueLine 2A Schedule										
JFK School	BlueLine 2A Schedule										
Century Plaza	BlueLine 2A Schedule										
Paul's Plaza	BlueLine 2A Schedule										
Cherms Plaza	BlueLine 2A Schedule										
Across Citibank (before traffic light)	BlueLine 2A Schedule										
Hagåtña Pool Parking Lot	BlueLine 2A Schedule										

SHIFT CHANGE

*Days of Operations: Monday - Saturday: No service provided on Sunday
 *Holidays w/No Service- New Years Day, Martin Luther King, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Christmas Day.

Hagåtña - Mangilao - Barrigada - Toto - Hagatna



Minor revisions 11.30.2015

Transit Stops

	1st Run		2nd Run		3rd Run		4th Run		5th Run		6th Run		7th Run		8th Run		9th Run		10th Run		11th Run		12th Run		13th Run		
	Depart	5:30 A	Depart	6:30 A	Depart	7:30 A	Depart	8:30 A	Depart	9:30 A	Depart	10:30 A	Depart	11:30 A	Depart	2:30 P	Depart	3:30 P	Depart	4:30 P	Depart	5:30 P	Depart	6:30 P	Depart	7:30 P	
Hagatna Pool Parking Lot	5:30	6:30	6:30	7:30	7:30	8:30	8:30	9:30	9:30	10:30	10:30	11:30	11:30	11:30	2:30	3:30	3:30	4:30	4:30	5:30	5:30	6:30	6:30	7:30	7:30	7:30	
Hagatna Library	5:34	6:34	6:34	7:34	7:34	8:34	8:34	9:34	9:34	10:34	10:34	11:34	11:34	11:34	2:34	3:34	3:34	4:34	4:34	5:34	5:34	6:34	6:34	7:34	7:34	7:34	
Public Defender	5:36	6:36	6:36	7:36	7:36	8:36	8:36	9:36	9:36	10:36	10:36	11:36	11:36	11:36	2:36	3:36	3:36	4:36	4:36	5:36	5:36	6:36	6:36	7:36	7:36	7:36	
Ordot Mayor's Office	5:39	6:39	6:39	7:39	7:39	8:39	8:39	9:39	9:39	10:39	10:39	11:39	11:39	11:39	2:39	3:39	3:39	4:39	4:39	5:39	5:39	6:39	6:39	7:39	7:39	7:39	
Island Fresh Supermarket	5:42	6:42	6:42	7:42	7:42	8:42	8:42	9:42	9:42	10:42	10:42	11:42	11:42	11:42	2:42	3:42	3:42	4:42	4:42	5:42	5:42	6:42	6:42	7:42	7:42	7:42	
Chalan Pago Church	5:44	6:44	6:44	7:44	7:44	8:44	8:44	9:44	9:44	10:44	10:44	11:44	11:44	11:44	2:44	3:44	3:44	4:44	4:44	5:44	5:44	6:44	6:44	7:44	7:44	7:44	
Song Market	5:47	6:47	6:47	7:47	7:47	8:47	8:47	9:47	9:47	10:47	10:47	11:47	11:47	11:47	2:47	3:47	3:47	4:47	4:47	5:47	5:47	6:47	6:47	7:47	7:47	7:47	
Mangilao Payless	5:49	6:49	6:49	7:49	7:49	8:49	8:49	9:49	9:49	10:49	10:49	11:49	11:49	11:49	2:49	3:49	3:49	4:49	4:49	5:49	5:49	6:49	6:49	7:49	7:49	7:49	
UOG English Building Parking Lot	5:51	6:51	6:51	7:51	7:51	8:51	8:51	9:51	9:51	10:51	10:51	11:51	11:51	11:51	2:51	3:51	3:51	4:51	4:51	5:51	5:51	6:51	6:51	7:51	7:51	7:51	
Leon Guerero Building	5:53	6:53	6:53	7:53	7:53	8:53	8:53	9:53	9:53	10:53	10:53	11:53	11:53	11:53	2:53	3:53	3:53	4:53	4:53	5:53	5:53	6:53	6:53	7:53	7:53	7:53	
UOG Fieldhouse	5:55	6:55	6:55	7:55	7:55	8:55	8:55	9:55	9:55	10:55	10:55	11:55	11:55	11:55	2:55	3:55	3:55	4:55	4:55	5:55	5:55	6:55	6:55	7:55	7:55	7:55	
GW Football Field (stop sign)	5:57	6:57	6:57	7:57	7:57	8:57	8:57	9:57	9:57	10:57	10:57	11:57	11:57	11:57	2:57	3:57	3:57	4:57	4:57	5:57	5:57	6:57	6:57	7:57	7:57	7:57	
Guam Community College	5:59	6:59	6:59	7:59	7:59	8:59	8:59	9:59	9:59	10:59	10:59	11:59	11:59	11:59	2:59	3:59	3:59	4:59	4:59	5:59	5:59	6:59	6:59	7:59	7:59	7:59	
Os 7 Mart	6:01	7:01	7:01	8:01	8:01	9:01	9:01	10:01	10:01	11:01	11:01	12:01	12:01	12:01	3:01	4:01	4:01	5:01	5:01	6:01	6:01	7:01	7:01	8:01	8:01	8:01	
Mangilao Church	6:04	7:04	7:04	8:04	8:04	9:04	9:04	10:04	10:04	11:04	11:04	12:04	12:04	12:04	3:04	4:04	4:04	5:04	5:04	6:04	6:04	7:04	7:04	8:04	8:04	8:04	
Vietnam Memorial Wall (Rt 10)	6:07	7:07	7:07	8:07	8:07	9:07	9:07	10:07	10:07	11:07	11:07	12:07	12:07	12:07	3:07	4:07	4:07	5:07	5:07	6:07	6:07	7:07	7:07	8:07	8:07	8:07	
LP Untalan Middle School	6:09	7:09	7:09	8:09	8:09	9:09	9:09	10:09	10:09	11:09	11:09	12:09	12:09	12:09	3:09	4:09	4:09	5:09	5:09	6:09	6:09	7:09	7:09	8:09	8:09	8:09	
Barrigada Mayor's Office	6:11	7:11	7:11	8:11	8:11	9:11	9:11	10:11	10:11	11:11	11:11	12:11	12:11	12:11	3:11	4:11	4:11	5:11	5:11	6:11	6:11	7:11	7:11	8:11	8:11	8:11	
Tiyan Gate Bus Stop (Across H&R Block)	6:14	7:14	7:14	8:14	8:14	9:14	9:14	10:14	10:14	11:14	11:14	12:14	12:14	12:14	3:14	4:14	4:14	5:14	5:14	6:14	6:14	7:14	7:14	8:14	8:14	8:14	
Mongmong/Toto/Maite Mayor's Office	6:18	7:18	7:18	8:18	8:18	9:18	9:18	10:18	10:18	11:18	11:18	12:18	12:18	12:18	3:18	4:18	4:18	5:18	5:18	6:18	6:18	7:18	7:18	8:18	8:18	8:18	
Oasis Apartments Entrance	6:21	7:21	7:21	8:21	8:21	9:21	9:21	10:21	10:21	11:21	11:21	12:21	12:21	12:21	3:21	4:21	4:21	5:21	5:21	6:21	6:21	7:21	7:21	8:21	8:21	8:21	
Gov Guam Retirement Building	6:24	7:24	7:24	8:24	8:24	9:24	9:24	10:24	10:24	11:24	11:24	12:24	12:24	12:24	3:24	4:24	4:24	5:24	5:24	6:24	6:24	7:24	7:24	8:24	8:24	8:24	
Hagatna Pool Parking Lot																											

SHIFT CHANGE

W.I.C Office will be a stop on the 8:30 am and the 3:30 pm runs only

*Days of Operations: Monday - Saturday: No service provided on Sunday

*Holidays w/No Service- New Years Day, Martin Luther King, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Christmas Day.